

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 – February 6, 2014 – 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 Barry.
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 take the following action concerning the adoption/ratification of the following five Proclamations:

A. Adopt the Proclamation extending the Board's congratulations to Anna Bryant for her participation in the Congressional Award Program and being awarded the Bronze, Silver, and Gold Medals;

B. Adopt the Proclamation commending and congratulating Barry Settles on his selection as the "Employee of the Month" for February 2014;

C. Ratify the Proclamation dated January 14, 2014, commending and congratulating Deputy Grand Master Right Worshipful Walter Gulley, Jr., 33° for his service to this community;

D. Ratify the Proclamation dated January 17, 2014, encouraging all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration - "Living the Dream and Working the Vision"; and

E. Ratify the Proclamation dated January 31, 2014, designating February 15-22, 2014, as "National FFA Week" in Escambia County and recognizing and commending the Escambia County, Florida, Chapters of the FFA, their members, their advisors, school administrators, parents, and all who support, promote, and encourage these students of agriscience education on the occasion of the observance of "National FFA Week" **(PROCLAMATION TO BE DISTRIBUTED UNDER SEPARATE COVER).**

7. Retirement Proclamations.

Recommendation: That the Board take the following action concerning the adoption/ratification of the following five Retirement Proclamations:

A. Ratify the Proclamation, dated December 20, 2013, commending and congratulating Patricia G. Chunn, Director's Aid, Community and Environment Department, on her retirement after 12 years of service;

B. Adopt the Proclamation commending and congratulating Catherine S. Gomez, Utilities Manager, Facilities Management Department, on her retirement after 20 years of service;

C. Adopt the Proclamation commending and congratulating Ottaway Lawson, Fleet Maintenance Technician, Public Works Department, on his retirement after 7 years of service;

D. Adopt the Proclamation commending and congratulating Francis G. Marquis, Lead Fleet Maintenance Technician, Public Works Department, on his retirement after 15 years of service; and

E. Adopt the Proclamation commending and congratulating John C. Worley, Equipment Operator IV, Public Works Department, on his retirement after 15 years of service.

8. Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Valerie C. Jones, Division Manager, Department of Community Affairs, for her dedication in 25 years of service to Escambia County.

9. Written Communication.

January 22, 2014 - Communication from Shawn Dennis, Assistant Superintendent, Operations, The School District of Escambia County, to Larry Newsom, Assistant County Administrator, requesting that the Board of County Commissioners approve placing on the November 4, 2014, General Election Ballot a renewal of the one-half cent sales tax levied by the Escambia County School Board.

10. 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.

11. 5:31 p.m. Public Hearing for consideration of adopting a new Natural Gas Franchise Ordinance for the Town of Century, Florida.

Recommendation: That the Board adopt a new Natural Gas Franchise Ordinance for the Town of Century, Florida.

12. 5:32 p.m. Hearing to consider Albert McClammy's Appeal of the Escambia County Contractor Competency Board's Decision.

Recommendation: That the Board uphold the Contractor Competency Board's decision of December 11, 2013, whereby it granted the Motion for Stay filed by Respondents, Timothy L. Duggins and Duggins Carpet Care, Inc., pending the outcome of a related county court matter.

13. 5:33 p.m. Hearing to consider Gabrieli A. Davis' Appeal of the Escambia County Contractor Competency Board's Decision.

Recommendation: That the Board uphold the Contractor Competency Board's decision of January 8, 2014, whereby it dismissed Mr. Davis' complaint against David Rademacher and Horizon Sunrooms and Spas, Inc. for lack of probable cause as it failed to substantiate that any violation of Chapter 18 of the Escambia County Code of Ordinances and the Florida Building Code had occurred.

TRANSCRIPTION OF NOTICE TO SHOW CAUSE HEARING WILL BE DISTRIBUTED UNDER SEPERATE COVER.

14. 5:34 p.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for South Palafox Properties, LLC, d/b/a Rolling Hills C&D Recycling Center.

Recommendation: That the Board take the following action concerning the Renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for South Palafox Properties, LLC, d/b/a Rolling Hills C&D Recycling Center, located at 6990 Rolling Hills Road, Pensacola, FL:

A. Ratify the scheduling and advertising of the 5:34 p.m. Public Hearing on February 6, 2014; and

B. Hold the Public Hearing and authorize the Renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for South Palafox Properties, LLC, d/b/a Rolling Hills C&D Recycling Center, located at 6990 Rolling Hills Road, Pensacola, Florida.

[Funding: Fund 401, Solid Waste, Account Number 343402]

15. 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 TDT Collections Data

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the November 2013 returns received in the month of December 2013, as prepared by the Finance Department of the Clerk of Court and Comptroller's Office; this is the third month of collections for the Fiscal Year 2013-2014; total collections for the November 2013 returns was \$315,477.54; this is 7.18% less than the November 2012 returns; total collections year to date are 2.18% less than the comparable time frame in Fiscal Year 2012-2013.

2. Recommendation Concerning Acceptance of December 2013 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended December 31, 2013, as required by Ordinance Number 95-13; on December 31, 2013, the portfolio market value was \$251,091,789 and portfolio earnings totaled \$109,230 for the month and \$569,930 year-to-date; the short term portfolio yield was 0.15%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.03%; the long-term CORE portfolio achieved a total return of -0.38%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of -0.48%.

3. Recommendation Concerning Acceptance of a Petition Appealing a Contractor Competency Board Decision

That the Board accept, for filing with the Board's Minutes, a Petition appealing the January 8, 2014, decision of the Escambia County Contractor Competency Board regarding *Complaint: Gabrieli A. Davis vs. David Rademacher and Horizon Sunrooms & Spas, Inc. (Certificate of Competency License No.: SS0017)*, as filed by Dr. Gabrieli A. Davis and received in the Clerk to the Board's Office on January 10, 2014.

4. Recommendation Concerning Acceptance of Resolution R2014-10
Declaration of State of Local Emergency

That the Board accept, for filing with the Board's Minutes, Resolution R2014-10, Declaration of State of Local Emergency, due to the eminent threat posed by Winter Storm, as adopted by the Chairman on January 27, 2014, and filed with the Department of State on January 28, 2014.

5. Recommendation Concerning Acceptance of Document Provided to the
Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, *DEP Agreement No. G0281 Amendment No. 3*, as executed by the Chairman on January 3, 2014, based on the Board's action of January 7, 2010, approving the Grant Agreement between the State of Florida Department of Environmental Protection (DEP) and the Board of County Commissioners, in the amount of \$630,000, for the Jones Creek East Stream Restoration and Wetland Stormwater Treatment Project, and received in the Clerk to the Board's Office on January 13, 2014.

6. 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 January 16, 2014;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 16, 2014; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held January 9, 2014.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on January 7, 2014

That the Board take the following action concerning the rezoning cases heard by the Planning Board on January 7, 2014:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2013-24 and Z-2013-27 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.: Z-2013-24

Address: 2842 Nowak Dairy Rd
Property Reference No.: 36-1N-31-2000-000-000 and 36-1N-31-1200-000-000
Property Size: 47.98 (+/-) acres
From: VAG-2, Villages Agricultural Districts Gross Density (one du/five acres)
To: V-1, Villages Single-Family Residential Gross Density (one du/per acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 5
Requested by: Wiley C. "Buddy" Page, Agent for Anthony J. Monti, Owner
Planning Board Recommendation: Approval
Speakers: Buddy Page, Jack Walters, Merrie Fox, Riley Robinson, Jeanne Henderly, Karl Henderly, Richard Moye

2. Case No.: Z-2013-27

Address: 6111 W Nine Mile Rd
Property Reference: 06-1S-31-3401-002-001
Property Size: 1.55 (+/-) acres
From: R-R, Rural Residential District (cumulative), Low Density (2 du/acre)
To: C-1, Retail Commercial District (cumulative)(10 du/acre)

FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 1
Requested by: Marty Donovan, Agent for Betty Jean Perkins,
Owner
Planning Board Approval
Recommendation:
Speakers: Marty Donovan

2. 5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on January 7, 2014 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 6.05.24

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Article 6.05.24.A to provide a one acre minimum lot size for new subdivisions in V-1 zoning.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2.08.04 (b) and F.S. 125.66(4)(b).

At the November 4, 2013 Planning Board Meeting, the Board recommended approval.

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 2, Administration and 3, Definitions

That the Board of County Commissioners (BCC) review and adopt, an Ordinance to the Land Development Code (LDC) Articles 2, Administration and 3, Definitions, to add Park Trailers as guest residences due to medical hardship and to provide a definition for Park Trailer.

At the January 7, 2014 Planning Board Meeting, the Board recommended approval.

5. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 3 and 6

That the Board of County Commissioners (BCC) review an Ordinance to the Land Development Code (LDC) Articles 3, Definitions and 6, Zoning Districts, defining and providing for Materials Recovery Facilities (MRF).

This hearing serves as the first of two required public hearings before the Board of County Commissioners (BCC as set forth in Section 2.08.04 (b) and F.S. 125.66 (4)(b).

At the January 7, 2014 Planning Board Meeting, the Board recommended approval.

6. Cancellation of 5:49 p.m. - A Public Hearing Concerning the Review of WCI- Declaration of Transfer of Density Ratification

That the Board cancel the February 6, 2014, 5:49 p.m. Public Hearing for review of WCI- Declaration of Transfer of Density Ratification.

II. Action Item

1. A Recommendation Concerning the Review and Approval of the Declaration of Transfer Density and Restrictive Covenants for WCI

That the Board take the following action:

A. Approve the Declaration of Transfer of Density and Restrictive Covenant; and

B. Authorize the Chairman to sign all documents necessary to complete the transaction.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearing

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

Tuesday, February 18, 2014

5:45 p.m. - A Public Hearing - LDC Ordinance - Defining and Providing for Materials Recovery Facilities (MRF)

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Requests for Disposition of Property for the Office of State Attorney - Bill Eddins, State Attorney

That the Board approve the six Requests for Disposition of Property Forms for the Office of State Attorney, for property which is to be auctioned or properly disposed of, all of which is described and listed on the Forms with the Agency and reason stated.

2. Recommendation Concerning the Request for Disposition of Property for the Escambia County Tax Collector's Office - Janet Holley, CFC, Escambia County Tax Collector

That the Board approve the Request for Disposition of Property Form for the Escambia County Tax Collector's Office for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County/Tax Collector; thus, it is requested that it be auctioned as surplus or property disposed of.

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 two Requests for Disposition of Property Forms 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 they be auctioned as surplus or properly disposed of.

4. Recommendation Concerning the Revised 2014 Board of County Commissioners' Meeting/Committee of the Whole Workshops Meeting Schedule - Larry M. Newsom, Assistant County Administrator

That the Board approve the Revised 2014 Board of County Commissioners' Meeting/Committee of the Whole Workshops Meeting Schedule, as submitted, to include the First and Second Budget Public Hearings, scheduled on September 9, 2014, at 5:01 p.m., and September 23, 2014, at 5:01 p.m., respectively.

5. Recommendation Concerning Purchasing Policy PP-065, "Local Preference in the Sealed Bid Process" - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Purchasing Policy, Procedure No.: PP-065, "Local Preference in Sealed Bid Process" to be incorporated into the Policies and Procedures Manual of the Office of Purchasing, with an effective date of October 1, 2013, in accordance with Ordinance 2013-43, Chapter 46, Article II, Section 110, providing for a Local Preference in the Sealed Bid Process enacted on September 16, 2013.

6. Recommendation Concerning Purchasing Policy PP-066, "Local Preference in Vehicle and Equipment Purchases" - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Purchasing Policy, Procedure No.: PP-066, "Local Preference in Vehicle and Equipment Purchases" to be incorporated into the Policies and Procedures Manual of the Office of Purchasing, with an effective date of October 1, 2013, in accordance with Ordinance 2013-43, Chapter 46, Article II, Section 110, providing for a Local Preference in the Sealed Bid Process enacted on September 16, 2013, and a definition for "Local Business."

7. Recommendation Concerning an Appointment to the Escambia County Mass Transit Advisory Committee - Joy D. Blackmon, P.E., Public Works Department Director

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

A. Confirm the appointment of Ms. Deborah J. Corbin, as the Mayoral appointee from the City of Pensacola, to the Escambia County Mass Transit Advisory Committee, with an appointment effective February 6, 2014, and running concurrently with the term of the current Mayor of the City of Pensacola, Mr. Ashton J. Hayward, III; and

B. Request that the County Administrator's Office provide a Letter of Appointment to Ms. Deborah J. Corbin and a Letter of Appreciation to Mr. Stephen Davidson for his service.

The previous appointee, Mr. Stephen Davidson, resigned his appointment.

Ms. Corbin submitted a Resume, expressing interest in the appointment to serve on the MTAC; at this time, Mayor Hayward would like to appoint Ms. Corbin to replace Mr. Davidson.

8. Recommendation Concerning Appointments to the Board of Adjustment and the Santa Rosa Island Authority - Larry M. Newsom, Assistant County Administrator

That the Board take the following action concerning appointments to the Board of Adjustment and the Santa Rosa Island Authority:

A. Confirm the appointment of Frederick J. Gant, to the Escambia County Board of Adjustment, to serve as Commissioner Lumon J. May's appointee, replacing Jerome Ellis Watson, who resigned. The term of the appointment will be effective February 6, 2014, and will run concurrently with Commissioner May's term of office (November 2016) or at his discretion; and

B. Confirm the appointment of Jerome Ellis Watson, to the Santa Rosa Island Authority, to serve as Commissioner Lumon J. May's appointee, replacing Frederick J. Gant, who resigned. The term of the appointment will be effective February 6, 2014, and will run concurrently with Commissioner May's term of office (November 2016) or at his discretion.

9. Recommendation Concerning the Approval of Boston Mutual Life Insurance Company as a Voluntary Vendor - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve Boston Mutual Life Insurance Company as a voluntary vendor to sell Whole Life Insurance Policies to our employees.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

That the Board adopt the Resolution authorizing the write-off of \$996,798.91 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

2. Recommendation Concerning an Application for a Certificate of Need for Pat's Bobcat Service, Inc., d/b/a Deep South Containers, LLC - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning an Application for a Certificate of Need for a Solid Waste Management Activity for Pat's Bobcat Service, Inc., d/b/a Deep South Containers, LLC:

A. Approve the Application for a Certificate of Need, permitting Pat's Bobcat Service, Inc., d/b/a Deep South Containers, LLC, to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate.

[Funding: Fund 401, Solid Waste Fund, Account No. 343402]

3. Recommendation Concerning Budget Amendment #83 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #83, Local Option Sales Tax III (LOST) Fund (352) in the amount of \$163,154, allocating funds from Parks LOST to establish a full-time Community Center Coordinator Position and establishing a new Cost Center to track Community Affairs LOST Projects.

4. Recommendation Concerning Supplemental Budget Amendment #084 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #084, General Fund (001) in the amount of \$118,868, to recognize reimbursement proceeds from off-duty officer, auto insurance, and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budget for law enforcement activities in Escambia County.

5. Recommendation Concerning Supplemental Budget Amendment #88 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #88, Local Options Sales Tax III Fund (352) in the amount of (\$257,708), reducing the amount of funds remaining in the Maplewoods Grant and appropriating this reduction accordingly.

6. Recommendation Concerning the Design/Build of Myrtle Grove Sidewalks and Drainage - Amy Lovoy, Management and Budget Services Department Director

That the Board award, and authorize the County Administrator to sign, a Design/Build Contract to Panhandle Grading & Paving, Inc., per the terms and conditions of PD 12-13.051, Design/Build Myrtle Grove Sidewalks and Drainage, in the amount of \$896,575.

[Funding: Fund 352, LOST III, Cost Center 210517, Object Code 56301, Project No. 13EN2432]

7. Recommendation Concerning Roadway Materials Pricing Agreements - Amy Lovoy, Management and Budget Services Department Director

That the Board ratify the Roadway Materials Pricing Agreements, pursuant to the Board's award on January 2, 2014, of an Indefinite Quantity, Indefinite Delivery Contract to McDirt Industries, Inc.; Roads, Inc., of NWF; Panhandle Grading & Paving, Inc.; and Midsouth Paving, Inc., for PD 13-14.006, Roadway Materials Pricing Agreement, based on the pricing provided and shall extend for a period of 12 months, with the potential to be for additional 12- month periods, up to a maximum 36 months, renewed upon mutual agreement of both parties.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Various Projects, \$850,000; Fund 181, "Master Drainage Basins," Cost Center 210719-210736, Object Code 56301, \$50,000; Fund 175, "Transportation Trust Fund," Cost Center 210402, Object Code 55301, \$300,000; Fund 401, Solid Waste Management Fund, Cost Center 230306 (Recycling), Object Code 55301, \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230309 (Closed Landfills), Object Code 55301, \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230314 (Operations), Object Code 55301, \$200,000; Fund 401; Solid Waste Management Fund, Cost Center 230315 (Projects), Object Code 55301, \$500,000]

8. Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign Task Order-based Continuing Contracts to Larry M. Jacobs and Associates, Inc., per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
- Maximum Multiplier – 281.5% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055 "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis]

9. Recommendation Concerning Solid Waste Department Vehicle Purchase #2 – Caterpillar 336EL Hybrid Hydraulic Excavator - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the purchase of one Caterpillar 336EL Hybrid Hydraulic Excavator from Thompson Tractor Company, for the amount of \$319,884, per the terms and conditions of Governmental Contract Initiative (GOV-13-TUCS) with the City of Tucson/National IPA Contract - RFP#120377. In compliance with the Local Preference Initiative, this equipment purchase was posted on the County website for 30 days. No proposals were received.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401)

10. Recommendation Concerning the Agreements Relating to Escambia County Florida Grounds Mowing and Trimming for Athletic Parks - Amy Lovoy, Management and Budget Services Department Director

That the Board award the Agreement Relating to Grounds Mowing and Trimming for Athletic Parks PD 13-14.008, Escambia County, Florida, Parks and Recreation Grounds Mowing and Trimming, for Zones 1, 2, 3, 4, 5, and 6, to the following Contractors for a term of 12 months, with option to renew for 2 additional 12-month extensions:

- A. Agreement for Zone 1 to Greenworks Groundskeeping & Landscaping Services, Inc., in the amount of \$39,000;
- B. Agreement for Zone 2 to Northwest Florida Landscaping, Inc., in the amount of \$45,000;
- C. Agreement for Zone 3 to Gulf Coast Environmental Contractors, Inc., in the amount of \$48,600;
- D. Agreement for Zone 4 to Rhett James Landscaping, Inc., in the amount of \$72,490;
- E. Agreement for Zone 5 to Emerald Coast Grass Company, LLC, in the amount of \$67,000; and
- F. Agreement for Zone 6 to Wallace Sprinkler & Supply, Inc., in the amount of \$57,200.

PD 13-14.008 is a Unit Price Contract based on a fixed cost per mow, and the estimated annual expenditures are listed.

[Funding: Fund 352, LOST III, Cost Center 350229, Object Code 53401, Project Number 08PR0078, Contract Contractor Annual Expenditure]

11. Recommendation Concerning the 2251 North Palafox Chiller Replacement - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 13-14.014, for the 2251 North Palafox Chiller Replacement, to McNorton Mechanical Contractors, Inc., in the base bid amount of \$86,485, plus bid Alternate #1, in the amount of \$1,250, for a total contract award of \$87,735, and authorize the County Administrator to execute all related documents and Purchase Orders, for Owner Direct Purchases (ODP's), in the amount of \$50,000 or greater.

[Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56401]

12. Recommendation Concerning Professional Services for Englewood Park & "L" Street Pond - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign a Professional Services Contract to Fabre Engineering, Inc., d/b/a Fabre Engineering & Surveying, per the terms and conditions of PD 13-14.005, "Professional Services for Englewood Park & L St Pond," for a base amount of \$91,408.85, and optional services of \$13,752.25, for a total of \$105,161.10.

[Funding: Fund 352, "LOST III," Cost Center 350229, Object Code 56301, Project No. 14PR2583, \$36,806.38; Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project No. 14EN2683, \$68,354.72]

13. Recommendation Concerning the Grant Agreement Between Florida Fish and Wildlife Conservation Commission and Escambia County – Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Grant Agreement between Florida Fish and Wildlife Conservation Commission (FWC) and Escambia County:

A. Approve the Grant Agreement between FWC and Escambia County, FWC Agreement No. 13225, for the Ex-Oriskany PCB Artificial Reef Monitoring Project, in the amount not-to-exceed \$91,000, from the date of execution through December 31, 2015;

B. Ratify the Chairman's signature, which was required prior to Board action to meet FWC requirements; and

C. Authorize the County Administrator to sign any subsequent related documents to implement the Agreement without further Board action.

[Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring. No matching funds are required]

14. Recommendation Concerning the Acceptance of a Drainage Easement on Helton Lane from Ruby L. Odom - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a 30-foot-wide drainage easement (approximately 0.16 acres) on Helton Lane from Ruby L. Odom:

- A. Accept the donation of a 30-foot-wide drainage easement (approximately 0.16 acres) on Helton Lane from Ruby L. Odom;
- B. Authorize the payment of documentary stamps as the easement is being donated for governmental use for road and drainage improvements and the County benefits from the acceptance of this drainage easement, which enhances the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Drainage Easement as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

15. Recommendation Concerning Acceptance of the Donation of Eight Parcels of Real Property for Blue Berry Lane Paving and Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of eight parcels of real property located on Blue Berry Lane for road paving and drainage improvements:

A. Accept the donation of eight parcels of real property located on Blue Berry Lane from the following eight property owners for road paving and drainage improvements:

Property Owner	Parcel Reference Number	Acreage
1. Mary Nell Wells	12-2N-32-2100-000-000	Approximately 2.25 acres
2. Bobby E. & Mary Nell Wells	12-2N-32-1103-000-000	Approximately 0.31 acres
3. Michael W. & Sherri A. Rhodes	01-2N-32-3101-011-001	Approximately 0.31 acres
4. Dorothy S. Simmons	12-2N-32-1420-000-000	Approximately 0.08 acres
5. Angelia Dillashaw & Jon L. Bruntlett	01-2N-32-3101-000-000	Approximately 0.02 acres
6. Joseph M. Sr. & Wilhelmina H. Doyle	01-2N-32-4310-000-000	Approximately 0.29 acres
7. Rebecca Ann Johnson	12-2N-32-4000-000-000	Approximately 0.05 acres
8. F. Eugene Booker	12-2N-32-2100-000-001	Approximately 0.89 acres

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Warranty Deeds as of the day of delivery of the Warranty Deeds to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

16. Recommendation Concerning Acceptance of Drainage Easements Located on Elcino Drive in Shadow Grove Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of two drainage easements located on Elcino Drive in Shadow Grove Subdivision from Gerard and Denise R. Rosado and Billy J. and Mirella Minozzi Lane for drainage improvements in Shadow Grove Subdivision:

A. Accept the donation of a 10-foot-wide drainage easement (approx. 0.02 acres) located at 409 Elcino Drive from Gerard and Denise R. Rosado;

B. Accept the donation of a 10-foot-wide drainage easement (approx. 0.02 acres) located at 413 Elcino Drive from Billy J. and Mirella Minozzi Lane;

C. Authorize the payment of documentary stamps because the property is being donated for governmental use for road and drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

D. Authorize the payment of incidental expenditures associated with the recording of documents; and

E. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Drainage Easements as of the day of delivery of the Drainage Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

17. Recommendation Concerning a Change Order to Baskerville Donovan, Inc. for the "Pinestead Road-Longleaf Drive Corridor Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Baskerville Donovan, Inc., for the "Pinestead Road-Longleaf Drive Corridor Project":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$340,268.77
Vendor:	Baskerville Donovan, Inc.
Project Name:	Pinestead Road-Longleaf Drive Corridor
Contract:	PD 05-06.078
PO#:	290817
CO#:	6
Original Award Amount:	\$1,575,498.01
Cumulative Amount of Change Orders Through this CO:	\$1,803,445.51
New Contract Total:	\$3,378,943.52

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #08EN0078 "Pinestead/Longleaf"]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning *Knowhow Group USA, Inc., et al. v. Escambia County Board of County Commissioners* (Case No. 2012 CA 001355).

That the Board:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.011(8), Florida Statutes, for February 18, 2014 at 3:30 p.m.;

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, February 8, 2014.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the case of *Knowhow Group USA, Inc., et al. v. Escambia County Board of County Commissioners* in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 3:30 p.m. C.S.T. on Tuesday, February 18, 2014, in Escambia County Governmental Complex, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson B. Robertson, Gene M. Valentino, Lumon J. May, Grover C. Robinson, IV, and Steven L. Barry, Assistant County Administrator Larry M. Newsom, County Attorney Alison Rogers, Attorney representing Escambia County Charles V. Peppler, Deputy County Attorney, and a certified court reporter will attend the attorney-client session.

C. Schedule a public hearing pursuant to Section 163.3125(7), Florida Statutes to approve the terms of the settlement on February 18, 2014 at 5:31 p.m.;

D. Authorize publication of a notice of public hearing in compliance with Section 163.3215(7), Florida Statutes; and

E. Authorize publication of a notice in the *Pensacola News Journal* in sufficient time prior to the public hearing described above to be in compliance with Chapter 163, Part II, Florida Statutes.

2. Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Gavin Price

That the Board approve a washout workers' compensation settlement for former employee Gavin Price in the amount of \$327,092.00, inclusive of attorney's fees and costs, to completely extinguish further liability for three

separate work-related injuries. An excess workers' compensation insurance carrier will reimburse the County for \$130,836.80 of this settlement amount.

16. Items added to the agenda.
17. Announcements.
18. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5672

Proclamations 6.

BCC Regular Meeting

Meeting Date: 02/06/2014

Issue: Adoption of Proclamations

From: Larry Newsom, Assistant County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action concerning the adoption/ratification of the following five Proclamations:

- A. Adopt the Proclamation extending the Board's congratulations to Anna Bryant for her participation in the Congressional Award Program and being awarded the Bronze, Silver, and Gold Medals;
- B. Adopt the Proclamation commending and congratulating Barry Settles on his selection as the "Employee of the Month" for February 2014;
- C. Ratify the Proclamation dated January 14, 2014, commending and congratulating Deputy Grand Master Right Worshipful Walter Gulley, Jr., 33° for his service to this community;
- D. Ratify the Proclamation dated January 17, 2014, encouraging all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration - "Living the Dream and Working the Vision"; and
- E. Ratify the Proclamation dated January 31, 2014, designating February 15-22, 2014, as "National FFA Week" in Escambia County and recognizing and commending the Escambia County, Florida, Chapters of the FFA, their members, their advisors, school administrators, parents, and all who support, promote, and encourage these students of agriscience education on the occasion of the observance of "National FFA Week" **(PROCLAMATION TO BE DISTRIBUTED UNDER SEPARATE COVER).**

BACKGROUND:

On March 21, 2013, the Board approved the "Employee of the Month and Employee of the Year Awards Program." Each Department will submit one employee to be nominated as the "Employee of the Month." The County Administrator will then select one employee from the nominations. The employee who is selected will receive a check in the amount of \$250, a Proclamation, and a plaque that will hang in the lobby of the Ernie Lee Magaha Government Building for that month.

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:

The Employee of the Month Award Program will cost \$250 per month; the Employee of the Year Award Program will cost \$500 per year. Funding is available through Fund 001, General Fund, Cost Center 150101, Object code 55201.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with the Board's Goals and Objectives by the recognition and appreciation of the County's most valuable resource - its employees.

IMPLEMENTATION/COORDINATION:

The Human Resources Department and the County Administrator's Office will work together to coordinate this program.

Attachments

Proclamations

PROCLAMATION

WHEREAS, Anna Bryant, a 16-year old sophomore at West Florida High School of Advanced Technology, took part in the Congressional Award Program, which focuses on challenge and offers young people the opportunity to set personal goals and achieve them; and

WHEREAS, Anna completed the four Program Areas, which are 400 hours of Volunteer Public Service, 200 hours of Personal Development, 200 hours of Physical Fitness, and Expedition/Exploration; and

WHEREAS, for the Program Area of Volunteer Public Service, Anna has been volunteering with Chain Reaction, Achilles Divers, an organization helping persons with disabilities be able to scuba dive, and Longleaf Elementary School, as well as with many other organizations; and

WHEREAS, for the Program Area of Personal Development, Anna's goal was to become scuba certified. She has completed scuba certifications and is waiting until her 18th birthday to complete the next level of scuba certification; and

WHEREAS, for the Program Area of Physical Fitness, Anna's goal was to be able to bicycle 20 miles without stopping. In June 2013, she completed over 21 miles of bicycling at one time at Fort Pickens on Pensacola Beach, Florida; and

WHEREAS, for Anna's Expedition, she took a trip to John Pennekamp State Park, where she prepared meals, pitched the tent, and provided adequate supplies for the trip; and

WHEREAS, Anna Bryant has completed the Program and was awarded the Bronze and Silver Medals in June 2013. Anna received the Gold Medal in September 2013 and will travel to Washington, D.C., in June 2014 to receive her Gold Medal Award.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends its congratulations to Anna Bryant for her participation in the Congressional Award Program and being awarded the Bronze, Silver, and Gold Medals.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman
District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: February 6, 2014

PROCLAMATION

WHEREAS, Escambia County has established an "Employee of the Month Program" to recognize one employee to represent the various departments; and

WHEREAS, Barry Settles, a Fleet Maintenance Technician in the Fleet Division of the Public Works Department, began his employment with the County on January 14, 1991, and is selected for "Employee of the Month" for February 2014, for the standards of excellence that he has displayed in the performance of his duties; and

WHEREAS, Mr. Settles, a dedicated County employee of 23 years, is classified as a Fleet Maintenance Technician and can perform repairs and maintenance on all types of gasoline and diesel equipment. He is currently assigned to the oversight and repair of the small engine support equipment, ranging from commercial trimmers to diesel mowers; and

WHEREAS, this past year, the Community Redevelopment Agency Work Team was established, and, in order to assist their endeavors, Mr. Settles was instrumental in choosing the type of equipment best suited for the team's needs; and

WHEREAS, for the past five months, the daily repair and maintenance of this equipment has been his responsibility. This task, in addition to his normal scope of work, added 20 more pieces of equipment to Mr. Settles' work load, and the timely repair of these pieces was critical or the team could not meet expectations; and

WHEREAS, Mr. Settles has met this challenge with an impeccable work ethic as the accomplishments of the Community Redevelopment Agency Work Team grow.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Barry Settles on his selection as the "Employee of the Month" for February 2014.

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

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman
District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: February 6, 2014

PROCLAMATION

WHEREAS, Walter Gulley, Jr., is the Social Studies Department Chair at Booker T. Washington High School in Escambia County, Florida, where he has taught for 30 years; and

WHEREAS, Mr. Gulley has coached five Brain Bowl Teams to first place finishes in the State. By winning this award, the five student team members and two alternates all received full scholarships; and

WHEREAS, Mr. Gulley currently has two State Championships with the Knights of Pythagoras Brain Bowl Team with a group of boys ages 8 to 18. The competition covers a multitude of questions about African Americans in the areas of Science, Math, Inventions, Sports, and Religion; and

WHEREAS, Mr. Gulley is being honored at an Appreciation Banquet given by the Masonic Districts 1 and 2 on Saturday, January 25, 2014; and

WHEREAS, Deputy Grand Master Gulley is next to be the Grand Master for the Most Worshipful Union Grand Lodge for the State of Florida, Belize, and Central America.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Deputy Grand Master Right Worshipful Walter Gulley, Jr., 33° for his service to this community.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA


Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman
District Five

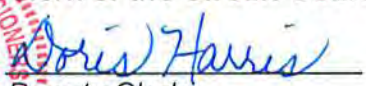
Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST, Pam Childers
Clerk of the Circuit Court

 **SEAL**


Doris Harris
Deputy Clerk

Dated January 14, 2014

PROCLAMATION

WHEREAS, the Dr. Martin Luther King, Jr., Commemorative Celebration Commission, which was formerly established on September 23, 1987, is to be commended for its efforts in bringing about the observance of the Federal and State Holiday honoring Dr. Martin Luther King, Jr., on the third Monday of each January in the County of Escambia; and

WHEREAS, the County of Escambia hereby sanctions the goals of this Commemoration in Dr. King's honor; and

WHEREAS, his words and teachings of nonviolence and his beliefs that, "Man must evolve for all human conflict a method which rejects revenge, aggression, and retaliation. The foundation of such a method is love;" and

WHEREAS, this great American lived, served, and died for a better nation, and the County of Escambia supports his legacy as it leads us to strive for a better community and nation; and

WHEREAS, may his lexis that we be judged by the content of our character persevere.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, encourages all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration – "Living the Dream and Working the Vision."

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA


Lumon J. May, Chairman, District Three

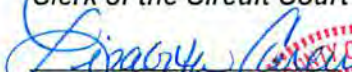
Steven L. Barry, Vice Chairman
District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court


Deputy Clerk

Dated: January 17, 2014





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5646

Proclamations 7.

BCC Regular Meeting

Meeting Date: 02/06/2014

Issue: Adoption/Ratification of Retirement Proclamations

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board take the following action concerning the adoption/ratification of the following five Retirement Proclamations:

A. Ratify the Proclamation, dated December 20, 2013, commending and congratulating Patricia G. Chunn, Director's Aid, Community and Environment Department, on her retirement after 12 years of service;

B. Adopt the Proclamation commending and congratulating Catherine S. Gomez, Utilities Manager, Facilities Management Department, on her retirement after 20 years of service;

C. Adopt the Proclamation commending and congratulating Ottaway Lawson, Fleet Maintenance Technician, Public Works Department, on his retirement after 7 years of service;

D. Adopt the Proclamation commending and congratulating Francis G. Marquis, Lead Fleet Maintenance Technician, Public Works Department, on his retirement after 15 years of service; and

E. Adopt the Proclamation commending and congratulating John C. Worley, Equipment Operator IV, Public Works Department, on his retirement after 15 years of service.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

020614 Ret Procs

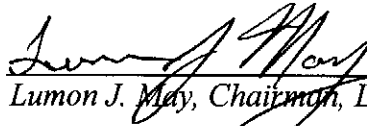
PROCLAMATION

WHEREAS, Patricia G. Chunn worked as a County employee very faithfully for 12 years, retiring as a Director's Aide with the Community and Environment Department.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Patricia G. Chunn on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Patricia G. Chunn for 12 years of faithful and dedicated service as a County employee.

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



Lumon J. May, Chairman, District Three


Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**


Deputy Clerk

Dated: December 20, 2013

PROCLAMATION

WHEREAS, Catherine S. Gomez worked as a County employee very faithfully for 20 years, retiring as a Utilities Manager with the Facilities Management Department.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Catherine S. Gomez on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Catherine S. Gomez for 20 years of faithful and dedicated service as a County employee.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBLA COUNTY, FLORIDA**

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: February 6, 2014

PROCLAMATION

WHEREAS, Ottaway Lawson worked as a County employee very faithfully for 7 years, retiring as a Fleet Maintenance Technician with the Public Works Department, Fleet Maintenance Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Ottway Lawson on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Ottaway Lawson for 7 years of faithful and dedicated service as a County employee.

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

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: February 6, 2014

PROCLAMATION

WHEREAS, Francis G. Marquis worked as a County employee very faithfully for 15 years, retiring as a Lead Fleet Maintenance Technician with the Public Works Department, Fleet Maintenance Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Francis G. Marquis on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Francis G. Marquis for 15 years of faithful and dedicated service as a County employee.

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

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: February 6, 2014

PROCLAMATION

WHEREAS, John C. Worley worked as a County employee very faithfully for 15 years, retiring as an Equipment Operator IV with the Public Works Department, Roads Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates John C. Worley on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to John C. Worley for 15 years of faithful and dedicated service as a County employee.

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

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: February 6, 2014



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5641

Proclamations 8.

BCC Regular Meeting

Meeting Date: 02/06/2014

Issue: Years of Service Recognition - Valerie C. Jones

From: Marilyn Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Valerie C. Jones, Division Manager, Department of Community Affairs, for her dedication in 25 years of service to Escambia County.

BACKGROUND:

N/A

BUDGETARY IMPACT:

Minimal with funding available through Community Affairs Administration Cost Center 320201.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's Goals and Objectives by the recognition and appreciation of the County's most valuable resource - its employees, and also with the BCC Policy, Years of Service Award Policy, Section II, C27.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5657

Written Communication 9.

BCC Regular Meeting

Meeting Date: 02/06/2014

Issue: Written Communication - The School District of Escambia County

From: Larry Newsom, Assistant County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

January 22, 2014 - Communication from Shawn Dennis, Assistant Superintendent, Operations, The School District of Escambia County, to Larry Newsom, Assistant County Administrator, requesting that the Board of County Commissioners approve placing on the November 4, 2014, General Election Ballot a renewal of the one-half cent sales tax levied by the Escambia County School Board.

BACKGROUND:

The School Board approved a Resolution on January 21, 2014, to continue to levy a one-half cent School Capital Outlay Sales Surtax to fund construction of new schools, renovations and additions to existing schools, land acquisition and improvements, and the upgrading and equipping of schools for technology, conditioned to take effect for a ten-year period beginning on January 1, 2018, only upon approval by a majority vote of the electors of Escambia County Florida, voting in a Referendum to be held on November 4, 21014.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

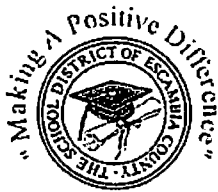
N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter and Resolution



THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

75 NORTH PACE BOULEVARD, PENSACOLA, FL 32505
PHONE 850/432-6121, FAX 850/469-6379
www.escambia.k12.fl.us
MALCOLM THOMAS, SUPERINTENDENT

January 22, 2014

Mr. Larry Newsom, Assistant County Administrator
Board of County Commissioners
P.O. Box 1591
Pensacola, FL 32597-1591

Dear Mr. Newsom:

Please accept this letter as a request to place an item on the February 6, 2014 Board of County Commissioners' regular meeting agenda. It is the Superintendent's desire to place before voters on the November 4, 2014 general election ballot a renewal of the one-half cent sales tax levied by the Escambia County School Board.

The School Board approved the attached resolution for renewal at the January 21, 2014 Regular School Board meeting. Should you require any additional information please do not hesitate to contact my office. Your assistance with this matter is greatly appreciated.

Sincerely,

Shawn Dennis
Assistant Superintendent, Operations
School District of Escambia County
850-469-6141/850-469-6289

SD/dh

c: Malcolm Thomas, Superintendent
Norm Ross, Deputy Superintendent
School Board Members
Donna Waters, General Counsel

Resolution

A RESOLUTION OF THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA TO CONTINUE TO LEVY A ONE-HALF CENT (0.5 PERCENT) SCHOOL CAPITAL OUTLAY SALES SURTAX TO FUND CONSTRUCTION OF NEW SCHOOLS, RENOVATIONS AND ADDITIONS TO EXISTING SCHOOLS, LAND ACQUISITION AND IMPROVEMENTS, AND THE UPGRADING AND EQUIPPING OF SCHOOLS FOR TECHNOLOGY, CONDITIONED TO TAKE EFFECT FOR A TEN-YEAR PERIOD BEGINNING ON JANUARY 1, 2018, ONLY UPON APPROVAL BY A MAJORITY VOTE OF THE ELECTORS OF ESCAMBIA COUNTY, FLORIDA, VOTING IN A REFERENDUM TO BE HELD ON NOVEMBER 4, 2014,

WHEREAS, Section 212.055(6), Florida Statutes, provides for a one-half cent School Capital Outlay Sales Surtax ("Sales Surtax") and authorizes local school boards to levy such Sales Surtax, the proceeds of which may be expended only to fund certain school capital outlay projects; and

WHEREAS, the Sales Surtax proceeds may be used for fixed capital expenditures or fixed capital costs associated with the construction, reconstruction, or improvement of school facilities and campuses which have a useful life expectancy of ten (10) or more years, and retrofitting and technology implementation and any land acquisition, land improvement, design and engineering costs related thereto; and

WHEREAS, the Sales Surtax cannot be levied without the approval of a majority of the electors of the County voting in an election on the Sales Surtax; and

WHEREAS, a Sales Surtax at the rate of one-half cent (0.5 percent) should generate at least an additional \$20 million per year for these total capital outlay needs; and

WHEREAS, the School Board is requesting to continue the levy of the Sales Surtax for a period of ten (10) years to raise at least \$200 million for construction of new schools, renovations and additions to existing schools, land acquisition and improvements, and the upgrading and equipping of schools for technology; and

WHEREAS, funding for such school capital outlay projects would not be feasible without the levy of the Sales Surtax;

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. LEVY OF SCHOOL CAPITAL OUTLAY SALES SURTAX. The School Board of Escambia County, Florida hereby continues to levy throughout Escambia County, for a period of ten (10) years, beginning January 1, 2018, a one-half cent (0.5 percent) School Capital Outlay Sales Surtax pursuant to Section 212.055(6), Florida Statutes. The Sales Surtax shall be effective only following approval of the majority vote of the electors voting in a referendum as herein described. The Sales Surtax shall be levied on all sales of tangible personal property and shall terminate on December 31, 2027, or as otherwise authorized by subsequent referendum. For sales of tangible personal property in excess of \$5,000, the Sales Surtax shall be levied only on the first \$5,000 of the sales purchase price.

SECTION 2. BRIEF AND GENERAL DESCRIPTION OF THE SCHOOL CAPITAL OUTLAY PROJECTS TO BE FUNDED BY THE SALES SURTAX.

- (a) The projects intended to be funded by the Sales Surtax consist of fixed capital expenditures or fixed capital costs associated with the construction, reconstruction, and improvement of school facilities and campuses which have a life expectancy of ten (10) or more years, and any land acquisition, land improvement, design, and engineering costs related thereto to be funded and the plan for the use of the surtax proceeds.
- (b) The funding of such projects may include servicing bond indebtedness issued for the purpose of financing projects described in this resolution, and any interest accrued thereto may be held in trust to finance such projects. Neither the proceeds of the Sales Surtax, nor any interest accrued thereto shall be used for Escambia School District operational expenses.
- (c) The specific list of projects may be viewed at The Office of the Superintendent of Schools, located at 75 North Pace Boulevard, Pensacola, Florida 32505 or online at the School District website homepage, www.mvescambiaschools.com." The execution of all projects is subject to the availability of funding.

SECTION 3. COLLECTION AND DISTRIBUTION OF SCHOOL CAPITAL OUTLAY SALES SURTAX. The Sales Surtax shall be collected as provided in Section 212.054, Florida Statutes, as amended and supplemented.

The Sales Surtax (minus the cost of collection thereof as provided by Section 212.054(4), Florida Statutes) shall be distributed to the School Board of Escambia County, Florida, as provided in Section 212.054, Florida Statutes, as amended and supplemented.

SECTION 4. ELECTION. Pursuant to Sections 212.055(6) and Section 101.161, Florida Statutes, the continuation of the levy of the Sales Surtax shall not take effect unless approved by a majority of the electors voting in an election on the Sales Surtax.

Such election shall be held on November 4, 2014 for all electors of Escambia County to vote on the referendum question, which shall be substantially in the following form:

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

**CONTINUATION OF ONE-HALF CENT SALES SURTAX TO FINANCE
EDUCATIONAL FACILITIES FOR TEN (10) YEARS.**

Shall the School Board of Escambia County, Florida, continue to levy a one-half cent sales surtax for a period of ten (10) years beginning January 1, 2018 to fund construction of new schools, renovations and additions to existing schools, land acquisition and improvements, and the upgrading and equipping of schools for technology?

_____FOR the continuation of the one-half cent tax
_____AGAINST continuation of the one-half cent tax

The election shall comply with the provisions of Section 212.055(6), Chapter 100 and Chapter 101, Florida Statutes.

SECTION 5. POLLING PLACES. The election shall be held at the polling places, heretofore designated in Escambia County, Florida.

SECTION 6. NOTICE OF REFERENDUM. Pursuant to Section 100.342, Florida Statutes, a notice of the election shall be published in a newspaper of general circulation in Escambia County, Florida and shall be made twice: once in the fifth (5th) week and once in the third (3rd) week prior to November 4, 2014.

SECTION 7. ELECTION OFFICIALS. The election officials to conduct the election shall be appointed and certified by the Supervisor of Elections pursuant to applicable general law. Such election officials shall certify the results of the election to the Department of State as provided in Section 100.351, Florida Statutes.

SECTION 8. HOURS OF ELECTION. The polls shall be open on the date of the election from 7:00 am to 7:00 pm (CDT). All qualified electors residing within Escambia County, Florida may vote in said referendum. Absentee voting shall be permitted upon compliance with applicable provisions of general law.

SECTION 9. COSTS OF ELECTION. The School Board determines that the costs of election on the referendum question is a valid expenditure of School District funds and agrees to pay the associated costs including the cost of publication of associated required notices, upon receipt of statements for same.

SECTION 10. NOTICES. Upon adoption of this resolution, the School Board shall notify the Escambia County Board of County Commissioners and request that body to place the matter on November 4, 2014 ballot in accordance with Section 212.055(6)(b), Florida Statutes. The School Board shall also notify the Supervisor of Elections.

The School Board shall notify the Department of State and the Department of Revenue of the results within ten (10) days following the election, which notice shall include a copy of this Resolution.

SECTION 11. SEVERABILITY. If any provision of this Resolution, or the application thereof to any person or circumstance, is held invalid, it is the legislative intent of the School Board that the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the application of the invalidity, and those divisions of this ordinance are declared severable.

SECTION 12. EFFECTIVE DATE.

- (a) This Resolution shall take effect upon receipt of official acknowledgment from the Department of State that this resolution has been filed.
- (b) The continuation of the levy of the Sales Surtax shall become effective January 1, 2018, if approved by majority of the electors of Escambia County, Florida, voting in the November 4, 2014 election on the Sales Surtax.
- (c) In the event the School Board, or its agents, should fail to provide notice to the Florida Department of Revenue as required by law or if any unforeseen circumstances should cause delay in completing the procedure required by law and this Resolution, the School Board shall fix the effective dates for the levy and termination of that Sales Surtax as soon as practicable, provided approval by the voters at the election and that the time period shall not exceed ten (10) years.
- (d) This Resolution cannot be repealed, modified, or amended until all indebtedness of the School Board payable from the Sales Surtax has been fully paid or refunded.

ADOPTED in open session by majority of the School Board of Escambia County, Florida on this 21st day of January, 2014.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: _____
Linda Moultrie, Board Chair

Attest: _____
Malcolm Thomas, Superintendent

APPROVED FOR LEGAL CONTENT

FOR Jan 2014 AGENDA

JAN 28 2014

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

NOTICE OF REFERENDUM

The School Board of Escambia County, Florida, has approved the following Referendum question to be placed on the ballot for the November 4, 2014 General Election:

**CONTINUATION OF ONE-HALF (1/2) CENT SALES SURTAX
TO FINANCE EDUCATIONAL FACILITIES FOR TEN (10) YEARS**

Shall the School Board of Escambia County, Florida, continue to levy a one-half cent sales surtax for a period of ten (10) years beginning January 1, 2018 to fund construction of new schools, renovations and additions to existing schools, land acquisition and improvements, and the upgrading and equipping of schools for technology?

_____ FOR the continuation of the one-half cent tax

_____ AGAINST the continuation of the one-half cent tax



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5673

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 02/06/2014

Issue: 5:31 p.m. Public Hearing Concerning Adoption of a New Natural Gas Franchise Ordinance for the Town of Century, Florida

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting a new Natural Gas Franchise Ordinance for the Town of Century, Florida.

Recommendation: That the Board adopt a new Natural Gas Franchise Ordinance for the Town of Century, Florida.

BACKGROUND:

At its January 16, 2014 meeting, the Board approved setting the public hearing for consideration of adopting a new natural gas franchise ordinance for the Town of Century, Florida.

In 1968, the Escambia County Board of County Commissioners granted the Town of Century (then known as the Town of South Flomaton) a franchise to provide natural gas services to citizens located within a limited portion of unincorporated area located in northern Escambia County. The Town is now considering significantly upgrading its capacity for servicing residents and businesses located in this franchise area. The present franchise expires in five years. Rather than extending the current franchise agreement, the Town is requesting the Board to adopt a new franchise ordinance that provides it with the same rights and responsibilities, including payment of franchise fees, as those franchises that the Board recently conferred on the Cities of Gulf Breeze and Pensacola. This new franchise would not extend beyond that franchise area previously designated in the 1968 franchise grant.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance was prepared by Assistant County Attorney, Ryan E. Ross and was advertised in the *Pensacola News Journal* on Saturday, January 25, 2014.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, GRANTING UNTO THE TOWN OF CENTURY, FLORIDA, AN EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE A NATURAL GAS DISTRIBUTION SYSTEM IN THAT PORTION OF ESCAMBIA COUNTY, FLORIDA, FOR WHICH A FRANCHISE WAS PREVIOUSLY GRANTED IN 1968 TO THE TOWN OF CENTURY; ESTABLISHING A FRANCHISE FEE; REQUIRING INDEMNIFICATION; GRANTING ACCESS TO ESCAMBIA COUNTY RIGHTS-OF-WAY; PROVIDING FOR MODIFICATION AND TERMINATION; IDENTIFYING CONSIDERATIONS; REQUIRING ACCEPTANCE BY THE TOWN OF CENTURY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners has the home rule power and authority to grant franchises for the construction, operation, and maintenance of utilities, including natural gas utility services, in the unincorporated areas of Escambia County; and

WHEREAS, the Board of County Commissioners deems it of paramount importance to insure the availability of natural gas utility services to certain portions of the unincorporated area of northern Escambia County; and

WHEREAS, in 1968, the Board of Commissioners adopted a resolution conferring unto the Town of Century a franchise to provide natural gas utility services to certain areas in northern Escambia County; (hereinafter the "Franchise Territory," as more particularly described in the attached Exhibit "A"); and

WHEREAS, the Board of County Commissioners finds that the Town of Century, Florida, has the present ability to immediately provide natural gas utility services to the Franchise Territory; and

WHEREAS, the Board of County Commissioners is aware that numerous residents and businesses in the Franchise Territory currently desire to be provided or continue to be provided with natural gas utility service and have requested that the Board grant such permission, authority, and franchise unto the Town of Century as appropriate to allow it to provide such utility services; and

WHEREAS, the Board of County Commissioners finds that not only is the Town of Century presently qualified and immediately able to provide such natural gas utility services, but that it also is currently providing natural gas utility service to large portions of

the Franchise Territory and desires to expand its operations to serve additional portions, if not the entirety, of the Franchise Territory; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of Escambia County and its residents and inhabitants to adopt this Ordinance awarding a franchise to and in favor of the Town of Century; and

WHEREAS, the Escambia County Board of County Commissioners accordingly shall award an exclusive franchise to the Town of Century, Florida, for the construction, maintenance, and operation of a natural gas utility system, and to provide natural gas utility services, at, to, and on the Franchise Territory, all subject to the terms and conditions more particularly set forth herein; and

WHEREAS, the Escambia County Board of County Commissioners finds that this Ordinance advances and promotes the public health, safety, and welfare of the inhabitants and the general public, and is in the best interests, of Escambia County.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Legislative Findings. The aforementioned recitals are hereby incorporated into this Ordinance as legislative findings rendered by the Escambia County Board of County Commissioners in support of this Ordinance.

Section 2. Grant of Franchise for Natural Gas Services At, On, and To the Franchise Territory. Escambia County, Florida, a political subdivision of the State of Florida ("Grantor"), does hereby grant unto the Town of Century, a Florida municipal corporation, its successors and assigns ("Grantee"), the exclusive (as far as the law permits) right, privilege, license, permit, franchise, and easement to erect, install, extend, maintain, and operate a system of works, pipes, pipelines, and all necessary apparatuses, machinery, structures, and appurtenances, in, on, and under the streets, alleys, avenues, bridges, easements, and other public ways and properties for the purposes of transporting, distributing, and selling natural gas and providing natural gas utility services to Grantor, its inhabitants and the public generally for domestic, commercial, and industrial uses and for any and all other purposes for which gas, during the period of this grant, may be used, together with the right to enter upon all public streets and ways and properties of said Grantor for the purpose of installing, removing, repairing, relocating, constructing, maintaining, operating, etc., said facilities and equipment, including the operation, distribution, transmission, and maintenance of a natural gas utility system and providing natural gas utility services, and doing all other acts authorized hereby.

For purposes hereof, the geographic area for which this franchise applies (the "Franchise Territory") shall be the unincorporated area of Escambia County, Florida, described in Exhibit "A" to this Ordinance, together with all appurtenances thereto (e.g., rights to use easements and proprietary rights applicable to rights-of way and bridges

thereto and therefrom) and the Franchise Territory shall not include or apply to any other area of Escambia County.

Section 3. Term. This franchise, including all rights, privileges, authorities, licenses, permissions, and easements accompanying the same and being granted hereby, is hereby granted and shall continue in full force and effect for a term continuing until March 1, 2045, and pursuant thereto, the Grantee shall operate and conduct the natural gas utility system in the Franchise Territory in such manner as the Grantee, in its sole discretion, shall determine from time to time without regulation by Grantor. The Grantee shall also have the option of extending this franchise term for an additional fifty (50) years, which extension shall be deemed automatic unless the Grantee advises the Grantor in writing, on or before March 1, 2044, of its intention to terminate its rights under this franchise.

Section 4. Franchise Fee. Grantor does hereby impose, levy, and assess a franchise fee to be collected by Grantee equal to five percent (5%) of Grantee's gross revenues collected monthly from gas sold to its customers located within the Franchise Territory. The franchise fee shall be remitted by Grantee to Grantor monthly, in arrears, for gas delivered on or after the effective date of this Ordinance. Such remittance shall occur within thirty (30) days after the first day of the month for franchise fees collected during the preceding month.

Section 5. Indemnification. Grantor hereby agrees to indemnify and hold harmless Grantee, its officers, agents, and employees, from any liability, loss, or damage which they may suffer as a result of any claims, demands, costs, or judgments against them, whether arising out of legal, equitable, or administrative proceedings as a result of Grantee's collection of the franchise fees mandated by this Ordinance. Grantor further agrees to provide a legal defense for Grantee, its officers, agents, and employees, and defend them with respect to their collection of the franchise fees, including, but not limited to, the remittance of any franchise fees to Grantor.

Grantor shall not be liable or responsible for any accident or damage that may occur in the construction, operation, or maintenance by Grantee of its facilities or apparatus hereunder and the acceptance of this Ordinance shall be deemed an agreement, to the extent permitted by law, on the part of Grantee to indemnify Grantor and hold it harmless against any and all liability, loss, cost, damage, or expense which may accrue to Grantor arising out of Grantee's construction, operation, or maintenance of its facilities hereunder.

Section 6. Access Over Escambia County Rights-of-Way; Location of Grantee's Facilities. Grantee's facilities for the provision of natural gas services shall be located or relocated and so erected as to interfere as little as possible with traffic over Grantor's rights-of-way, including streets, alleys, bridges, and public places within the Franchise Territory, and with reasonable egress from and ingress to abutting property. Grantee further agrees that it will not create any obstructions or conditions in the exercise of this franchise that is or may become dangerous to the traveling public.

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

The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the governing body for Grantor may designate for the purpose, but not so as to unreasonably interfere with the proper operation of the Grantee's facilities and service. When any portion of a right-of-way is excavated by Grantee for the purpose of locating, relocating, repairing, or removing any of its facilities, including, but not limited to, any system of works, pipes, pipelines, and all necessary apparatus, machinery, structures, and appurtenances, Grantee shall, at its expense, replace the portion of the excavated right-of-way within a reasonable time and as soon practicable after such excavation.

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

For purposes of this Ordinance, Grantor's rights-of-way include any present and future streets, avenues, alleys, highways, bridges, easements, and other public places and property located within the Franchise Territory.

Section 7. Modification and Termination of Franchise.

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

B. *Termination of Franchise.* Failure by the Grantee to comply in any substantial respect with any of the provisions, terms, or requirements of this Ordinance shall be grounds for forfeiture of this franchise, but no such forfeiture shall take effect if the reasonableness and propriety thereof is timely protested and satisfactorily addressed or until a court of competent jurisdiction shall have found that the Grantee has failed to comply in any substantial respect with any of the provisions, terms, or requirements of this Ordinance. Both the Grantor and the Grantee reserve the right of appeal of such court findings. The Grantee shall have six (6) months after the final determination of the question to make restitution or make good the default or failure before forfeiture may result.

The Grantor, in its discretion, may grant additional time to the Grantee for restitution and compliance as may be appropriate under the circumstances.

Section 8. Modification of Franchise Fees. The franchise fees provided for in Section 4, above, may be periodically reviewed and changed by a reasonable amount provided that, if there are other utility companies with current franchises from the Grantor, such review shall not occur at intervals any more frequent than undertaken for such other utility companies franchised by Grantor. Grantor shall give written notice to Grantee of its intention to consider changing the franchise fee, whereupon Grantor and Grantee shall commence negotiations to agree upon a reasonable fee.

Grantor further agrees that if during the term of this franchise, the Grantor enters into a franchise with any other utility or utility company which provides for payments of franchise fees at a lower percentage rate (or, if not expressed by a percentage rate, effectively a lower percentage rate) than the rate provided for herein, then the Grantor agrees, upon request of the Grantee, to amend this franchise to provide for payments of franchise fees at the lower percentage rate, and such amended franchise shall also include benefits to Grantee at least equal to those provided by Grantor's franchise agreement or agreements with such other utilities.

The obligation to pay such franchise fee shall be independent of any other entity's payment of franchise fees or obligation to pay such fees, except that the Grantee shall not be obligated to pay a franchise fee to the Grantor during any period within which Gulf Power Company, or its successors or assigns, does not pay a franchise fee to the Grantor. The Grantee's obligation to pay a franchise fee is concurrent with that of Gulf Power, or its successors or assigns, and that in the event Gulf Power, or its successors or assigns, stops paying a franchise fee and later resumes payment, the Grantee will likewise resume payment concurrently with Gulf Power, or its successors or assigns, upon the same terms set out in this Ordinance. Upon expiration or termination of this Ordinance, each party's legal position and status shall be as if this Ordinance had never been adopted.

Section 9. Severability. 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 effect the validity of the remaining portions of this Ordinance.

Section 10. Consideration. Consideration for the grant of this franchise are the mutual covenants, conditions, and privileges provided herein, including, but not limited to, Grantor's authorization of Grantee's access to Grantor's rights-of-way within the Franchise Territory and expenditures made by Grantee in reliance thereupon, Grantee's collection and remittance of franchise fees to Grantor, and the benefits to be enjoyed by the residents and inhabitants of, and visitors to, the Franchise Territory.

Section 11. Acceptance by Grantee. As a condition precedent to this Ordinance taking effect, Grantee shall file its acceptance hereof with the Escambia County Clerk of

the Court within sixty (60) days after acceptance of this franchise by majority vote of the governing body of Grantee and filing with the Department of State as required by law, and thereupon this Ordinance shall take effect upon receipt of official acknowledgment that this Ordinance has been filed with that office. This Ordinance and Grantee's acceptance of it shall be filed as an interlocal agreement with the Escambia County Clerk of Court.

NOW AND ENACTED this _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF 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: ASST. COUNTY ATTORNEY
Date: JAN. 20, 2014



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5661

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 02/06/2014

Issue: Albert McClammy's Appeal of Contractor Competency Board Decision of 12/11/2013

From: Donald R. Mayo, Interim Building Official

Organization: Building Inspections

CAO Approval:

RECOMMENDATION:

5:32 p.m. Hearing to consider Albert McClammy's Appeal of the Escambia County Contractor Competency Board's Decision.

Recommendation: That the Board uphold the Contractor Competency Board's decision of December 11, 2013, whereby it granted the Motion for Stay filed by Respondents, Timothy L. Duggins and Duggins Carpet Care, Inc., pending the outcome of a related county court matter.

BACKGROUND:

The above referenced case is an unlicensed contractor citation matter against Timothy L. Duggins and Duggins Carpet Care, Inc., who are contesting the citation. Counsel for Mr. Duggins filed a Motion for Stay in the citation hearing pending the outcome of a related county court matter. The Contractor Competency Board held a hearing on December 11, 2013, granting the Motion.

Petitioner/Complainant, Albert McClammy, is seeking an appeal of the Contractor Competency Board's decision to stay the proceeding.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This matter has been coordinated with Kerra A. Smith, Assistant County Attorney, under Chapter 18, Sec. 18-59.- Appeals, Code of Ordinances of Escambia County, Florida.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with the Code of Ordinances of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

TRANSCRIPT OF DUGGINS

McClammy Petition For Review of CCB matter, re Duggins, et al

Duggins, et al_Motion for Stay

McClammy Response to Duggin Motion For Stay

Citation No.: 2013-7K

Petitioner attachment re Code Enforcement Procedures

Petitioner McClammy's Answer, etc. to County Civil Matter

Contractor Competency Board – DECEMBER 11, 2013

TRANSCRIPT OF MOTION FOR STAY HEARING

IN THE MATTER OF: TIMOTHY L. DUGGINS UNLICENSED CITATION NO.: 2013 7K

MEMBERS PRESENT: JOHN MATTHEWS, VICE-CHAIRMAN
VERRIS MAGEE
VIC WALLACE
TRICE DUKES
SAM MENEZES
JAMES REYNOLDS
DAVID SCHWARTZ
LEROY WHITE

MEMBERS ABSENT: JAMES LEE, CHAIRMAN
MICHAEL BATCHELOR

STAFF PRESENT: RYAN E. ROSS, ASST. COUNTY ATTORNEY
KERRA A. SMITH, ASST. COUNTY ATTORNEY
SUE GARRETT, BOARD SECRETARY
KATHY PETERSON, BID ADMINISTRATIVE SECRETARY
ROBERT KYLES, BID INVESTIGATOR
DEB ASPLUND, BID INVESTIGATOR

OTHERS PRESENT: ALBERT MCLAMMY
STEPHEN MOOREHEAD, ESQ.
KEITH WEIDNER, ESQ.
TIMOTHY L. DUGGINS

SG: ITEM 10(A), MR CHAIRMAN, IS THE HEARING ON THE MOTION FOR STAY ON BEHALF OF TIMOTHY L. DUGGINS AND DUGGINS CARPET CARE. HE IS HERE TODAY REPRESENTED BY MR. MOOREHEAD AND MR. WEIDNER IS PRESENT AND ALSO, THE HOMEOWNER, IS IN THE AUDIENCE THE COMPLAINANT JUST FOR INFORMATION. THE COUNSEL FOR THE HOMEOWNER HAS FILED A MOTION OPPOSING THE MOTION FOR STAY AND HE NOTIFIED US WHICH THERE IS A COPY IN THE RECORD THAT HE HAD A CONFLICT TODAY AND SO THAT HIS HIS RESPONSE TO THE MOTION AND OPPOSING THAT IS IN THE RECORD.

RR: AND I HAVE REVIEWED BOTH THOSE MOTIONS AND I CONCUR WITH SUE THAT HE IS UNFORTUNATELY UNABLE TO ATTEND TODAY HOWEVER HE DID FILE A RESPONSE OPPOSING THE STAY. BASED ON OUR RESEARCH AND OUR UNDERSTANDING OF THE LAW, AS WELL AS, PRIOR PRECEDENCE OF THE BOARD, IT IS OUR OPINION, IT'S THE LEGAL OPINION, THAT THE MATTER, THE DECISION WHETHER OR NOT TO GRANT THE STAY IS COMPLETELY WITHIN YOUR DISCRETION. I THINK

EITHER A GRANT OF THE STAY OR DENIAL OF THE REQUEST FOR STAY
EITHER SIDE IS LEGALLY SUPPORTABLE SO THIS IS DISCRETION
BEFORE THE BOARD... IN OTHER WORDS I DON'T THINK THE LAW
COMPELS A PARTICULAR RESULT IN THIS CASE. I THINK EITHER WAY IS
PERFECTLY [INAUDIBLE]. MR. MOOREHEAD IS HERE REPRESENTING
THE CONTRACTOR AND HE'S THE ONE, HE HAS FILED THE APPLICATION
FOR STAY AND I BELIEVE HE WOULD LIKE TO MAKE HIS ARGUMENT

CH: MR. MOOREHEAD, WOULD YOU GIVE US YOUR NAME AND ADDRESS,
PLEASE SIR?

SM: MY NAME IS STEVE MOOREHEAD, 25 W GOVERNMENT STREET,
PENSACOLA FLORIDA 32502. I AM WITH THE LAW FIRM, McDONALD,
FLEMING AND MOOREHEAD AND AS INDICATED I REPRESENT AND
DUGGINS CARPET CARE, THEY DO BUSINESS AS DUGGINS SERVICES
AND I REPRESENT MR. TIMOTHY DUGGINS. WOULD MAY WE PRESENT
YOU WITH A DOCUMENT? WE HAVE A DOCUMENT WE WOULD LIKE TO
SUBMIT TO THE BOARD.

[DOCUMENT ENTITLED "DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT,
AFFIRMATIVE DEFENSES AND COUNTER-CLAIMS" WAS DISTRIBUTED TO
BOARD MEMBERS, LEGAL STAFF AND BID STAFF]

LW: IS HIS MIKE ON?

CH: IS YOUR MIKE ON?

SGG: I'M NOT SURE THAT

CH: LOOK AT THE BOTTOM OF THE MIKE?

SGG: THAT ONE DOESN'T HAVE A LIGHT. APPARENTLY THIS ONE IS NOT
WORKING.

SM: I CAN SPEAK UP.

JR: I DON'T THINK ANY OF THEM ARE WORKING, SUE. NOT VERY WELL.

CH: EVERYBODY HAVE A COPY? I'LL GIVE YOU APPROXIMATELY 5 MINUTES
TO LOOK AT IT.

SGG: MR. CHAIRMAN, WE ARE GOING TO LOOK INTO THE MIKE SITUATION BUT
IF EVERYBODY COULD JUST SPEAK UP UNTIL WE GET THAT
DETERMINED WHAT THE TECHNICAL DIFFICULTY IS.

[BOARD MEMBERS REVIEW MR. MOOREHEAD'S DOCUMENT APPROXIMATELY 5 MINUTES WHILE RECORDER ON.]

SGG: MR. CHAIRMAN, ARE Y'ALL JUST REVIEWING THE MOTION OR ARE YOU READY FOR MR. MOOREHEAD

CH: YES.

CH: ANYBODY HAVE ANY HAVE YOU HAD TIME TO REVIEW IT?

SM: THANK YOU VERY MUCH MR. CHAIRMAN, GENTLEMEN. DUGGINS WAS HIRED IN 2012 TO PERFORM LIMITED REMEDIATION FOR WATER DAMAGE, FLOOD DAMAGE, BY THE HOMEOWNER, MR. ALBERT MCL, THE COMPLAINANT IN THIS CASE. MR MCL PAID ABOUT \$17,000 FOR THE WORK BUT REFUSED TO PAY THE REMAINING \$9000. ACCORDING TO MR. MCL'S AFFIDAVIT THE WORK WAS FINISHED ON JANUARY 3RD OF THIS YEAR A LAWSUIT WAS FILED BY MR. DUGGINS TO COLLECT THE \$9000. IT WAS FILED IN COUNTY CRT ON MAY THE 24TH. ON MAY 28TH, MR. MCL WAS SERVED WITH THE LAWSUIT AND 3 DAYS LATER HE SUBMITTED THE COMPLAINT WHICH LED TO THE CITATIONS THAT ARE BEFORE YOU TODAY. CITATIONS WHICH WE RIGORUSLY OPPOSE.

MR. MCLAMMY, IN THE LITIGATION, FILED A COUNTERCLAIM AND AFFIRMATIVE DEFENSES OF WHICH I HAVE HANDED TO YOU. THIS IS HIS RESPONSE TO THE LAWSUIT. COUNT 3 OF THAT, THE ONE I HAVE FLAGGED IN BLUE, IS UNLICENSED CONTRACTING, A CLAIM MR. MCL IS MAKING AND HE IS SEEKING RELIEF SO HE IS ASKING THE COURT TO PROVIDE REDRESS FOR THAT. ALL OF THIS WAS DONE WITH THE INITIAL MAY AND I THINK IT WAS FILED SOME WEEK AFTER THAT.. THE CITATIONS WERE ISSUED NOT THEN BUT 5 MONTHS LATER IN OCTOBER. SO BOTH PARTIES HAVE SUBMITTED THEIR CLAIMS TO THE ESCAMBIA COUNTY COURT. MR. MCL IS SEEKING AN AFFIRMATIVE RULING FROM THAT COURT. HE HAS NOT ASKED THE COURT TO STAY THOSE PROCEEDINGS. SO WHAT WE HAVE IS THE POSSIBILITY OF HAVING SIMULTANEOUS DISPUTES BEING ADDRESSED HERE AND IN COUNTY COURT, BOTH OF WHICH ARE PENDING AT THIS MOMENT. RATHER THAN HAVE THE PARTIES EXPEND THE TIME OF TRYING TO FIGHT THIS ON TWO FRONTS AND TAKE YOUR TIME AND TAKE THE MONEY AND EXPENSE AND COSTS OF THE PARTIES, WE THINK IT IS EXPEDIENT THAT YOU STAY THESE PROCEEDING S AND ALLOW THEM, THE VERY SAME ISSUES TO BE HEARD IN COUNTY COURT. I UNDERSTAND THAT THERE IS PRECEDENT FOR THAT. I UNDERSTAND

THAT IN MAY THE GRANT WOOD DECISION WAS MADE AND YOU GRANTED A STAY IN THAT CASE AND THEN I ALSO UNDERSTAND THAT THAT WASN'T THE FIRST TIME THAT HAPPENED. THERE IS PRECEDENT FOR YOU STAYING PROCEEDINGS FOR THESE VERY REASONS.

NOW, WE DON'T ARGUE WITH MR MCLAMMY AND THE RESPONSE THAT HE FILED THAT THERE IS NO DISCRETION ON YOUR PART. I AGREE WITH MR ROSS. THERE IS DISCRETION. YOU HAVE THE RIGHT TO HEAR THIS PROCEEDING NOW AND WE HAVE ALL THE CONFIDENCE IN THE WORLD THAT YOU WOULD BE ABLE TO HANDLE THE EXTENSIVE TESTIMONY AND EVIDENCE THAT IT WOULD TAKE. HOWEVER WE DON'T BELIEVE THAT IS THE BEST USE OF YOUR RESOURCES OR THE BEST RESOURCES FOR THE PARTIES. SO WE WOULD URGE YOU TO STAY THIS MATTER; ALLOW US TO GO TO COUNTY COURT AND COME BACK TO YOU AFTER THAT PROCEEDING HAS BEEN [INAUDIBLE].

CH: THANK YOU.

SM: SIR, WHAT WAS THE SCOPE OF THE WORK THAT REQUIRED A LICENSED CONTRACTOR FOR PLUMBING AND ELECTRICAL?

SMO: WE DISPUTE THOSE FACTS THAT ANY OF THAT WORK ANY WORK WAS

SM: IT WAS JUST A CLEANUP.

SMO: EXCUSE ME?

SM IT WAS JUST A CLEANUP REMOVAL OF FIXTURES AND PUTTING THEM BACK. THEY'RE NOT REPLACE ANY FIXTURES?

SMO: THAT'S RIGHT.

CH: ANY OTHER COMMENTS, QUESTIONS?

JR: MR MOOREHEAD, WHAT TYPE OF LICENSE DOES YOUR CLIENT POSSESS?

SMO: HE DOESN'T POSSESS A CONTRACTOR'S LICENSE. HE POSSESSES AN OCCUPATIONAL LICENSE.

TD: MR. ROSS, AS I UNDERSTAND IT, WE ARE BEING ASKED TO CONSIDER IN ESSENCE PUTTING OUR THIS COMPLAINT OR THIS WHATEVER THE STATUS OF IF IT IS, TO PUT ON HOLD SO THE COURTS THE PARTIES CAN SORT IT OUT IN COUNTY COURT.

RR: IT IS IN COUNTY COURT RIGHT NOW DUE TO THE AMOUNT..

SM: RIGHT.

RR: SO THERE ARE PARALLEL PROCEEDINGS. THERE IS OUR PROCEEDING AND THERE IS A PROCEEDING IN COUNTY COURT WITH SIMILAR ISSUES AND WHAT THEY ARE REQUESTING IS A STAY TO ALLOW THEM TO RESOLVE THE MATTER IN COUNTY COURT.

CH: I ALSO HAVE A QUESTION. IF IT GOES TO BEFORE COUNTY COURT, THE COURT IS NOT GOING TO MAKE A DETERMINATION AS TO UNLICENSED CONTRACTING?

RR: INTERESTINGLY, I BELIEVE THAT THE MR. MCCLAMMY IN THIS CASE HAS RAISED A TORTIOUS CLAIM OF UNLICENCED CONTRACTING I THINK THAT IS THE HANDOUT THAT MR. MOOREHEAD DISTRIBUTED TO THE Competency Board ... I THINK IT IS AN ISSUE. MR MOOREHEAD IS CERTAINLY MORE FAMILIAR WITH THE COUNTY COURT LITIGATION THAN I AM SO I WOULD ALLOW HIM TO ADDRESS THAT.

SMO: THAT IS THE COUNT THAT I SUBMITTED TO YOU, THE ONE THAT IS FLAGGED. THERE'S FOUR UNLICENSED CONTRACTORS. THAT WOULD BE AN ISSUE THAT IS GOING TO BE DETERMINED BY THE COUNTY COURT.

VW: SO IF THE COUNTY COURT DETERMINES THAT IT IS AN UNLICENSED CONTRACTOR, THEY'VE DONE THE WORK FOR US AND WE JUST I DON'T SEE WHY WE WOULD NOT STAY THIS AND LET THEM WORK IT IN THE COURTS AND WE ARE LEFT WITH

JM: THE OTHER ISSUE IN THE COURT IS THE MONEY, IF I AM NOT MISTAKEN?

SMO: CORRECT.

RR: RIGHT.

CH: WHICH WE WOULDN'T DEAL WITH ANYWAY.

RR: WITHOUT TRYING TO TAKE A SIDE ONE WAY OR THE OTHER AND AGAIN MR MOOREHEAD CAN CORRECT ME. I THINK THAT EVEN IF THIS BOARD MOVED FORWARD WITH RESOLVING THE UNLICENSED CONTRACTING COMPLAINT, THERE WOULD STILL BE AN UNDERLYING CONTRACTURAL COMPLAINT PENDING IN COUNTY COURT.

SMO: THAT'S CORRECT.

RR: ON THE CONTRARY, I THINK THE COUNTY COURT IS IN A POSITION ON THE CONTRARY, I THINK THE COUNTY COURT IS IN A POSITION TO RESOLVE ALL ISSUES INCLUSIVE OF THE UNLICENSED CONTRACTING COMPLAINT.

JR: MR CHAIRMAN, MY MOTION IS GOING TO BE TO APPROVE THE MOTION FOR STAY.

CH: THERE IS A MOTION MADE TO APPROVE THE STAY. SECOND?

SM: I WILL SECOND THAT.

CH: ANY DISCUSSION?

VW: LET ME ASK A QUESTION. IF WE APPROVE THIS, THEN WHAT ABOUT PART B? IS THAT, DO WE NOT GIVE THEM A CHANCE TO ARGUE ABOUT NOT STAYING?

SGG: PART B IS A DIFFERENT MATTER.

CH: DIFFFERENT MATTER.

VW: OKAY. I'M SORRY.

CH: ANY DISCUSSION?

DS: MR CHAIRMAN, MY QUESTION OR CONCERN IS, ARE WE SIDESTEPPING OUR RESPONSIBILITY AS A COMPETENCY BOARD TO LOOK AT POTENTIAL UNLICENSED ACTIVITIES AND DEFERRING IT TO A COURT WHICH MAY OR MAY NOT BE AS WELL VERSED IN DAY TO DAY CONTRACTING AS THIS GROUP IS UP HERE. THAT'S MY ONLY CONCERN ABOUT THAT.

SMO: MAY I ADDRESS THAT?

DS: ONE MORE STATEMENT WHILE IT IS ON MY MIND. WE HAVE NOT HEARD AT ALL FROM THE COUNTY WHATSOEVER. I REALIZE THIS IS JUST A MOTION FOR STAY. BUT IF THERE IS MERITS IF THERE IS MERITS WE HAVE NOT HEARD, I THINK WE NEED TO DENY THE STAY. IF THERE ARE NOT MERITS THAT IT'S NOT IN OUR PURVIEW SO TO SPEAK, THEN IT MAY NEED TO GO TO COUNTY COURT. BUT I DON'T WANT US TO SAY WE DON'T HAVE TO DEAL WITH IT AND JUST PASS IT DOWN THE ROAD.

RR: IF I MAY, AND MR. KYLES OR THE INVESTIGATOR CAN CERTAINLY SUPPLEMENT THIS, I DO KNOW THAT COUNTY STAFF FELT THERE WAS SUFFICIENT EVIDENCE TO ISSUE THE UNDERLYING CITATIONS. SO THERE WAS, THEY BELIEVED THERE WAS SOME CAUSE TO SUPPORT THE ALLEGATIONS OF UNLICENSED CONTRACTING IN THIS CASE.

SM: WHAT WAS THAT CAUSE?

CH: LET'S ASK MR. KYLES. WOULD YOU COME UP MR. KYLES?

RK: SURE.

CH: WE HAVE A MOTION BEFORE US TO GRANT THE STAY BUT WE ARE IN THE DISCUSSION PHASE AND WE WOULD LIKE QUESTIONS ASKED OF YOU OF ABOUT THE UNLICENSING CITATIONS.

RK: OKAY.

DS: WHAT WAS INVOLVED THAT CAUSED THE UNLICENSED CITATION? WHAT WORK WAS BEING DONE OUTSIDE THE, WELL THE CONTRACTOR DIDN'T HAVE ANY SCOPE OF WORK OTHER THAN CLEAN UP FROM WHAT MR. MOOREHEAD SAID. HE WAS NOT WAS NOT LICENSED, I GUESS, TO DO ANYTHING OTHER THAN REMEDIATION FROM THE WATER DAMAGE. BUT WHAT WAS DONE OUTSIDE OF THAT?

RK: CONTRARY TO WHAT THE CONTRACTOR STATED, THE HOMEOWNER AND KIMMONS PLUMBING STATED THAT THERE WAS PLUMBING WORK COMPLETED BY THIS CONTRACTOR. ME MAKING A DETERMINATION WHAT WORK WAS DONE ISN'T THE CONCERN OR ISN'T THE REASON I WROTE A CITATION. THE WORK HAD TO BE COMPLETED ACCORDING TO THE HOMEOWNER AND KIMMONS PLUMBING THAT DUGGINS DID ACT OUT OF THE SCOPE OF LICENSING BY WORKING ON THAT PLUMBING. THERE WERE SOME ELECTRICAL DISCONNECTIONS THAT WERE DONE. THAT DUGGINS WAS REPORTED TO HAVE DONE AND ON THOSE GROUNDS I ISSUED A VIOLATION NOTICE AND THEN EVENTUALLY THE CITATION.

CH: ANY OTHER QUESTIONS OF THE INSPECTOR? THANK YOU, MR. KYLES.

VW: THE MOTION FOR THE STAY IS FOR HOW LONG? HOW LONG WILL THIS STAY BE?

CH: WE WILL HAVE TO ASK

SMO: IT IS A STAY. IT IS A POSTPONEMENT OF THESE THESE FUNCTIONS AND IT WOULD BE UNTIL THE

CH: COURT

SMO: COURT CASE IS CONCLUDED. AND WE RIGOROUSLY OPPOSE THE CITATIONS. WE ARE NOT PREPARED TODAY NOR HAS IT BEEN NOTICED THAT THE EVIDENCE TO BE PRESENTED TO YOU IS WILL BE SUBSTANTIAL EVIDENCE IN THE FORM OF TESTIMONY. THIS IS NOT THE FORUM FOR THAT TODAY. SO WE ARE ASKING THAT YOU STAY IT. PUT IT OFF AND LET THE COURT DECIDE ON THESE VERY SAME ISSUES AND WE COME BACK BEFORE YOU FOR WHAT EVER ACTION YOU FEEL YOU NEED TO TAKE.

CH: THANK YOU. ALRIGHT. YOUR CONCERN IS STILL VALID.

DS: MY CONCERN IS VERY VALID. I FEEL LIKE THAT, IN MY OPINION, THAT ALLOWING THE STAY, IS PUTTING SO TO SPEAK, THE CART, BEFORE THE HORSE. I THINK WE NEED TO MAKE A DETERMINATION IF IN FACT THE CLAIMS BY THE COUNTY ARE CORRECT AND IF SO, THEN WE NEED TO ACT ACCORDINGLY. AND THEN IF THAT BE THE CASE OR HOWEVER IT WORKS OUT IN CIVIL THAT IS THEIR PEROGATIVE. BUT I THINK THAT WE NEED TO LOOK AT IT AS A NORMAL COMPLAINT THAT WE IS BROUGHT TO US BY EITHER THE COUNTY OR OTHER PARTIES AND MAKE DETERMINATION ON IT. BECAUSE THIS TO ME IS MORE THAN A JUST A MONETARY SITUATION. THERE IS MONEY INVOLVED IN IT WHICH IS A CIVIL SIDE THAT WE TYPICALLY DON'T REALLY GET INVOLVED IN. BUT THERE IS ALSO THE SIDE OF WORKING PAST A SCOPE OF LICENSE OR IN THIS CASE NO LICENSE.

CH: IF THE BOARD DECIDES TO DENY THE STAY, THEN THE NEXT MOVE WOULD BE TO HAVE A SHOW CAUSE HEARING BECAUSE NONE OF THAT HAS COME BEFORE THE BOARD AT THIS POINT. YES?

SGG: IT WOULDN'T BE A SHOW CAUSE, MR. CHAIRMAN, IT WOULD BE A HEARING ON THE CITATION ISSUED IF YOU CHOOSE TO DENY THE

CH: STAY?

SGG: STAY.

CH: IT WOULD BE A

SGG: REGULAR HEARING ON THE CITATION. THIS IS DIFFERENT THAN A LICENSE CONTRACTOR HEARING BECAUSE YOU DON'T HAVE TO GO THROUGH A SHOW CAUSE TO SET TO DETERMINE TO SET A DISCIPLINARY HEARING. THE CITATION GOES STRAIGHT TO A HEARING.

CH: OKAY. IT WOULD BE A HEARING SCHEDULED AT OUR NEXT MEETING. WE WOULD NOT HAVE A HEARING AT THIS MEETING?

SGG: NO SIR. THIS WAS SCHEDULED JUST FOR THIS MOTION AND RESPONSE MOTION. I'VE CHECKED WITH THE ATTORNEYS AND IF YOU DID DENY A STAY, IT IS CALENDERED FOR JANUARY 8TH AND THEY ARE AVAILABLE.

VW: LET ME ASK A QUESTION. IF WE GO AHEAD AND DO THIS IN JANUARY ON THE CITATION AND WE FIND THAT THE CITATION IS GOOD AND THEY TAKE IT TO CIVIL COURT OR COURT AND THEY DECIDE IT IS NOT, WHAT, I MEAN HOW DOES THAT PLAY OUT?

RR: I BELIEVE THAT IF THIS BOARD ACTS BEFORE THE COUNTY COURT ACTS AND FINDS THAT THERE IS UNLICENSED CONTRACTING, THE MR. McCLAMMY'S ATTORNEY AND MR. McCLAMMY WILL ARGUE THAT THAT IS BINDING ON THE COUNTY COURT. YOU'VE MADE A DETERMINATION AS FACTS THAT [INAUDIBLE] AND THAT AS A MATTER OF LAW THEY ARE REQUIRED TO FOLLOW THAT DETERMINATION.

TD: WHAT ABOUT THE REVERSE? WHERE IT GOES TO COURT AND ITS DETERMINED

RR: THAT THERE IS NO UNLICENSED CONTRACTING? I SUSPECT THAT WE WILL BE HAVING THE SAME ARGUMENT.

SMO: SURE. BUT I BELIEVE ALL THE REMEDIES THAT YOU HAVE YOU WILL STILL HAVE. YOU CAN MAKE THOSE DETERMINATIONS AND FOR WHATEVER REASON YOU BELIEVE THAT THE COURT DIDN'T ADDRESS THE ISSUES IN A PROPER MANNER YOU WILL HAVE THE OPPORTUNITY TO DO THAT. WHAT WE ARE TALKING ABOUT IS THE TIMING ISSUE OF NOT HAVING TO ADDRESS BOTH OF THESE LITIGATIONS AT THE SAME TIME AND SAVING THE RESOURCES THAT WE HAVE. IT IS EXPENSIVE FOR THE PARTIES TO HIRE ATTORNEYS AND TO COME PREPARED WITH WITNESSES AND TO HAVE TO DO IT TWICE WHEN THERE IS A POSSIBILITY THE CASE COULD BE RESOLVED BY THE COUNTY. [INAUDIBLE], FOR EFFICIENCY SAKE

CH: MR. KYLES, YOU MAKE A COMMENT, PLEASE SIR?

RK: MR. CHAIRMAN, THE CITATION HAS FOUR COUNTS TO IT. ONE FOR ELECTRICAL. ALRIGHT. BLACK AND WHITE. WAS THE ELEC REMOVED TO DO THE WORK THAT DUGGINS DID? YES OR NO. YES SIR, IT WAS. COUNT 2

CH: MR. KYLES, I DON'T THINK

RK: I JUST WANT YOU TO KNOW THAT THE CITATION, THE VALIDITY OF THE CITATAION, THE VALIDITY OF THE CASE, THE WORK WAS DONE. WE CAN SHOW THE WORK WAS DONE THROUGH THE INSURANCE COMPANY AND THE PAPERWORK THAT SHOWS WHAT THEY GOT PAID TO DO.

CH: MR. KYLES, THAT OBSERVATION REALLY DOES'NT IMPACT ON WHETHER WE ISSUE THE STAY OR NOT. IT IS WHETHER OR NOT WHAT WE DO IF WE INVESTIGATE THE CITATIONS WHICH WE ARE NOT DOING THAT HERE AT THIS POINT IN TIME. WE ARE CONSIDERING A MOTION TO STAY OR NOT. IT HAS NOTHING TO DO WITH WHETHER THERE WAS UNLICENSING CONTRACTING OR ANYTHING. IT HAS TO DO WITH A STAY.

TD: IS .. THAT MOTION'S ON THE FLOOR [INAUDIBLE]

CH: THE MOTION ON THE FLOOR IS TO APPROVE THE STAY. YOU CAN DENY THE STAY BY VOTING AGAINST THE MOTION. IF WE VOTE AGAINST THE MOTION THEN IT IS NOT STAYED. WE WOULD HAVE TO SCHEDULE THEN A CITATION HEARING FOR JANUARY.

VM: THE ONLY QUESTION I GOT IS THAT IF WE HAVE A HEARING ON IT AND WE FIND HIM GUILTY THEN HE IS REALLY NOT ENTITLED TO ANY MONEY ACCORDING TO THE STATE, IS HE? IF YOU CONTRACT AS AN UNLICENSED CONTRACTOR AND THE CUSTOMER IS NOT REQUIRED TO PAY YOU ANYTHING, IS HE?

DS: THAT IS MY UNDERSTANDING.

VM: THAT IS MY UNDERSTANDING. [INAUDIBLE]

CH: THAT IS AN ISSUE .. THAT IS AN ISSUE THAT

VM: BECAUSE THEY WOULD FIRST HAVE TO PROVE THAT HE WAS NOT DOING WORK ILLEGAL BEFORE THEY CAN SEEK PAYMENT FOR THE WORK DONE.

CH: BUT THAT IS NOT AN ISSUE FOR US TO ADDRESS AT THIS PARTICULAR POINT IN TIME.

VM: RIGHT BUT IF WE ADDRESS IT NOW

CH: BUT WE CAN'T CONSIDER IT NOW. THAT'S THE ISSUE. WE MUST CONSIDER ONLY THE MOTION.

VM: RIGHT. WELL THAT IS WHY I AM ARGUING WE NEED TO VOTE IT DOWN.

CH: OKAY. ANY OTHER COMMENTS? ANY OTHER COMMENTS?

TD: I AM GOING TO SUPPORT THE MOTION. I MEAN ON NUMEROUS TIMES WHEN AND THEY ALL ARE DIFFERENT, I UNDERSTAND. BUT WE'VE GOT NOT ONLY DO WE HAVE ONE PARTY SUING ANOTHER, THEY ARE SUING EACH OTHER AND I THINK WE ARE BEST SERVED LET THEM DEAL WITH IT IN COUNTY COURT AND WE STILL CAN ADDRESS THE UNLICENSED ACTIVITIES

VW: I AGREE.

TD: REGARDLESS OF HOW IT COMES OUT

JR: THAT IS ABSOLUTELY RIGHT, TRICE. THANK YOU VERY MUCH.

SM: RIGHT.

CH: ANY OTHER COMMENTS? OKAY. I WILL REFRESH YOUR MEMORY. IF YOU WANT TO APPROVE THE STAY, YOU VOTE FOR IT. IF YOU WANT TO DENY THE STAY, YOU VOTE AGAINST IT. ALL THOSE IN FAVOR OF THE STAY, SIGNIFY BY RAISING YOUR RIGHT HAND.

[CHAIRMAN VERBALLY COUNTS 6 VOTES IN FAVOR]

CH: SIX FOR. ALL THOSE AGAINST THE STAY?

[CHAIRMAN VERBALLY COUNTS 2 VOTES AGAINST THE STAY.]

CH: TWO. THE MOTION PASSES. THE MOTION IS STAYED.

SMO: THANK YOU GENTLEMEN.

END MOTION FOR STAY HEARING.

Transcription Excerpt prepared by:

Sue Garrett
Board Secretary

ESCAMBIA COUNTY BOARD of COUNTY COMMISSIONERS

**IN RE: Duggins Carpet Care, Inc.
Duggins Services and Timothy Duggins**

**Albert McClammy,
Complainant/Petitioner,**

CITATION 2013-7K

**PETITIONER/COMPLAINANT'S PETITION FOR REVIEW OF CONTRACTOR
COMPETENCY BOARD DECISION WHICH IMPROVIDENTLY
GRANTED A STAY OF PENDING CITATION APPEAL**

COMES NOW Homeowner/Complainant, Albert McClammy, by the undersigned pursuant to sec.18-59, Escambia County Ordinances, to appeal a decision of the Contractor Competency Board (CCB), made at its December 11, 2013, meeting. In support, Complainant shows the following:

Factual History In Support of Petition

1. At a December 11, 2013, meeting, the Escambia County CCB granted a Motion for Stay of a citation appeal for citation 2013-7K, which Mr. Duggins filed before that Board (excerpted CCB minutes, agenda item #10, A., attached hereto as Ex. A). The motion was based primarily on the stated reason that Duggins filed a breach of contract suit in county court against Complainant first, which is pending before that court. The request to stay that proceeding was objected to as unwarranted and improper by the Petitioner. Petitioner reaffirms and incorporates all objections to the stay stated in his Response Opposing the Motion for Stay, which should be provided to each Commission member along with a copy of the motion itself by CCB staff per sec. 18-59(b), Escambia County Ordinances.
2. From early October 2012, through early 2013, Duggins Services engaged in work at Homeowner's home, the scope of which included unlicensed/unpermitted work cited by the county in its October 31, 2013 citation (2013-7K). In early January 2013 this "matter" began with the county.
3. On January 3, 2013, Escambia County Building Inspector Robert Kyles issued a cease/desist notice email pending investigation, based on the fact no licensing or permits could be found for Duggins Services to undertake the scope of work being performed at Homeowner's home, after the Homeowner contacted the Building Department with complaints about the work Duggins was doing. On January 31, 2013, a

subsequent email informed Duggins and the Petitioner that a licensed contractor would be required to complete the work. (Email copies attached hereto as Composite Ex. B).

4. Following discussions between the building inspector and the respective parties spanning the next few months, Mr. Duggins then filed a contract court action against the homeowner May 24, 2013, seeking to force payment from McClammy of disputed homeowner proceeds totaling about \$8000, after he was ordered to cease/desist work.

5. On or about May 31, 2013, Inspector Kyles met with the Homeowner and had Mr. McClammy fill out a formal complaint affidavit officially initiating the investigation portion of this matter. The county issued a preliminary "Notice of Violation" against Duggins on June 3, 2013, and the final citation issued October 31, 2013. The appeal process and decision to stay followed accordingly. Thus, this regulatory action was initiated January 3, 2013, and culminated after a formal complaint investigation, with a formal citation. Duggins' contract suit came months after the county initiated regulatory action.

**CCB Stay Decision Denies Homeowner the Protection of Due Process
and the Procedural Rights Required of A Governmental Regulatory Action**

6. In this situation, justice delayed is truly justice denied. Homeowner/Petitioner has suffered direct adverse consequences from the CCB stay decision of having justice denied him now for over a year, resulting in further delay. Now based on the CCB's rationale to grant a stay stated on the record, "...to let the parties work this out in court" (of litigating the issues of whether there are violations as charged) the additional grievance of cost and burden is placed on the Petitioner. This means the homeowner/Petitioner has to both defend against Duggins' vigorously contested contract action, while concomitantly being made to prosecute/prove up violations of the county issued citation before the wrong forum in a civil contract action in county court, while the county regulatory action before the CCB is stayed. That is an absurd requirement for a local government regulatory entity to place on a victimized private citizen, which deprives any such victimized citizen the regulatory protection of the governmental action, and violates the fundamental due process of law which is required of such regulatory actions.

Memorandum of Law In Support of Petition

7. The determination and enforcement of what contractor activity requires a license/permit is an inherent delegated power of the governmental agency given jurisdiction over such issues by the legislature. For example, sec. 489.127(5), Florida Statutes provides:

489.127 (5) Each county or municipality may, at its option, designate one or more of its code enforcement officers, as defined in chapter 162, to enforce, as set out in this subsection, the provisions of subsection (1) and s. 489.132(1) against persons who engage in activity for which a county or municipal certificate of competency or license or state certification or registration is required.

(a) A code enforcement officer designated pursuant to this subsection may issue a citation for any violation of subsection (1) or s. 489.132(1) whenever, based upon personal investigation, the code enforcement officer has reasonable and probable grounds to believe that such a violation has occurred

*****.
(d) The act for which the citation is issued shall be ceased upon receipt of the citation; and the person charged with the violation shall elect either to correct the violation and pay the civil penalty in the manner indicated on the citation or, within 10 days of receipt of the citation, exclusive of weekends and legal holidays, request an administrative hearing before the enforcement or licensing board or designated special magistrate to appeal the issuance of the citation by the code enforcement officer.

1. Hearings shall be held before an enforcement or licensing board or designated special magistrate as established by s. 162.03(2), and such hearings shall be conducted pursuant to the requirements of ss.162.07 and 162.08.

8. In this case the county building official and competency board are the governmental entities vested with pre-emptive primary jurisdiction over such issues, not a county court. A judge/jury of laymen in a court contract action are not the proper forum for a decision on what activity by a contractor does/does not require license/permitting within a local area. In fact, even the state construction regulatory agency defers to the primary authority for building construction violation issues when the appropriate county enforcement entity is investigating such a matter (See Ex. C, DBPR closure letter deferring jurisdiction to the Escambia County Building Dept. in this matter).

9. This honorable County Commission in the wisdom of past legislation and governance has in fact fully exercised its authority to establish pre-emptive primary jurisdiction over such issues pursuant to sections 125.01, 125.56, Florida Statutes, Sec. 14, Escambia Building Code Ordinance, and specifically adopted due process requirements required by law for enforcement action and appeal hearings when requested. See sections 162.05, 162.06, 162.07, Florida Statutes, and Sections 14, 18 and 30, Escambia County Ordinances.

10. The stay of the county's enforcement action appeal at additional cost and burden to the homeowner is clearly improper in this situation; the stay circumvents the county's own required procedural requirements, penalizes the complainant instead of the charged

violator, and deviates from the due process of law required of such regulatory actions. It is improper for the CCB to “wait and let the parties work all that out in court....”.

11. A concern presented in support of the stay was that Mr. Duggins may have to try the citation issues twice—before the CCB hearing and in the court action. That is incorrect. If the competency board affirms the citation, the county court will be asked to recognize and defer to that decision on that related issue, and it will not be a subsidiary issue to be tried again. Mr. Duggins’ contract breach action is not at all the same issue as involved in the county’s citation issued against him. There is no valid legal basis for granting of such a stay based on some notion that the contract breach issues and the citation issues are identical. They are not. In fact, the county court will only be able to note that a citation was issued, and the appeal stayed, without the benefit of the finality of the enforcement action before the court. The court will be required to defer that finding under authority granted to the CCB and county, or will be asked to stay its action by motion or writ of certiorari/mandamus review, until this matter is properly resolved before the county accordingly. It is an endless cycle which needs to be resolved.

12. The issue of a county building code violation is properly resolved before the CCB administrative appeal hearing, while the distinct issue of a breach of contract and counter-claim is distinct and only proper within the court filed in. To this effect, see **State Dep’t of Transportation v. Gary**, 513 So. 2d 1338 (Fla. 1st DCA 1987), (attached as Ex.D) in which the first district court of appeal lifted a circuit court’s stay of an administrative appeal hearing, and ordered the administrative appeal hearing to be conducted as the proper route of appeal provided by law in a similar situation where a contractor was suspended for delinquent contract performance by DOT. DOT provided an administrative route of appeal as required on the delinquent performance/suspension determination, while the contractor simultaneously filed a contract suit against DOT in circuit court alleging DOT caused delinquent performance leading to the breach. The contractor initially got the court to stay the administrative appeal hearing, claiming issues were the same and that the court should be the forum to hear the issues by right to a jury trial. The order to stay the administrative hearing was found to be error, and an abuse of discretion by the appeals court. That is the situation here in that the stay of the citation appeal hearing process is improper notwithstanding the filing of a contract suit against the complainant/petitioner by the charged violator. The issues/findings in each respective forum are simply not identical, though some issues intersect tangentially and

in fact are more dependent upon the proper finding of a code violation before the county first.

13. Moreover, the stay of the citation appeal so the CCB can wait on violation findings from the violator's pending civil suit is tantamount to the county's legislative/executive branch delegating inherent ministerial duties upon the judicial branch. This runs afoul of the separation of powers conferred by the state and federal constitutions. Under constitutional separation-of-powers provisions, laws are enacted by the legislature, administered by the executive and interpreted by the judiciary. The legislative/executive agencies of government cannot delegate their own inherent duties and powers to the judicial branch. **Mistretta v. United States**, 488 U.S. 361, 109 S. Ct. 647, 102 L. Ed. 2d 714 (1989); **Conner v. Joe Hatton, Inc.**, 216 So.2d 209, 210 (Fla.1968). Pre-emptive primary authority over building code enforcement actions exercised by the CCB are conferred upon it by the legislature and County Commission. It is an improper act of delegation of that authority for the CCB to defer to a county court's finding/decision on code citation violation issues while the citation appeal is properly before the CCB as the administrative route of appeal provided by law. The charged violator should be required to exhaust all administrative remedies of appeal to finality, before resorting to judicial review of executive branch regulatory findings.

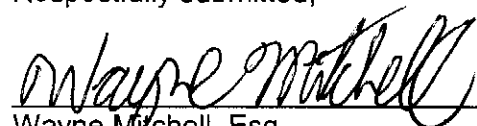
Conclusion

WHEREFORE, it is respectfully requested that the Board grant a hearing in early to mid-February 2014 for review, and subsequently direct the CCB to lift the improvident stay of this citation appeal proceeding, and cause Mr. Duggins/Duggins Services, to proceed to hearing before that Board as the proper forum/process provided by law for a determination on the citation issues re: unlicensed/unpermitted work by Duggins in Escambia County, Florida at homeowner's residence.

I HEREBY CERTIFY that a copy of this petition has been served on the following via email, pursuant to Rule 2.516, on this ~~31st~~ day of December, 2013:

Keith W. Weidner
Primary: kweidner@twwlawfirm.com
Secondary: dmason@twwlawfirm.com
Stephen R. Moorhead
srmoorhead@pensacolalaw.com
Attorneys for Plaintiff

Respectfully submitted,


Wayne Mitchell, Esq.
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6781 Augustine Creek CT
Tallahassee, FL 32311
(850) 567-0555

Index to Exhibits

- Exhibit A: Excerpt: CCB minutes December 11, 2013 Meeting, agenda item #10.A.
- Exhibit B: Email copies of cease/desist from County Inspector Kyles to Mr. Duggins in January 2013 (Composite)
- Exhibit C: DBPR closure letter deferring jurisdiction to the Escambia County Building Dept. in this matter, September 17, 2013.
- Exhibit D: **State Dep't of Transportation v. Gary**, 513 So. 2d 1338 (Fla. 1st DCA 1987).

EXHIBIT

A

MINUTES

Escambia County CONTRACTOR COMPETENCY BOARD December 11, 2013

Present: Vice Chairman John Matthews
Victor Wallace
Mike Batchelor
Sam Menezes
Trice Dukes
David Schwartz
Leroy White
Verris Magee
James Reynolds

Absent: Chairman James Lee

Staff Present: Sue Garrett, Secretary
Ryan Ross, Assistant County Attorney

Attendees: Kerra A. Smith, Assistant County Attorney
Kathy Peterson, BID Admin Supervisor
Robert Kyles, Senior BID Investigator
Deb Asplund, BID Investigator
Ron McGlothren, Chief Building Inspector
T. A. Boroski, Jr., Esq.
Lewis "Bo" Harper, Esq.
Stephen Moorhead, Esq.
Keither Weidner, Esq.
Fred Watson
Christine Gary
William Gulsby
Matthew S. Caldwell, Applicant/Contractor
Ms. Adelia Wilson
Robert Pettry, Contractor
Timothy Stout, Applicant/Contractor
Jarrett Edward Jackson, Applicant/Contractor
Albert McClammy, Homeowner/Complainant
Richard J. Muckey, Jr.
Gerald M. Palmer
Raymond Palmer

1. Call to Order - Vice Chairman Matthews called to order the regular meeting of the Escambia County Contractor Competency Board at 9:00 a.m. on Wednesday, December 11, 2013, in Room 104 of the Central Office Complex.
2. Determination of Quorum - Vice Chairman Matthews confirmed a quorum of members were present.
3. Proof of Publication - Vice Chairman Matthews, upon inquiry, confirmed the meeting date and time was properly advertised in then Pensacola News Journal on December 7, 2013.
4. Approval of Minutes: October 9, 2013

Motion made by James Reynolds, Seconded by Leroy White to approve the October 9, 2013 Contractor Competency Board Meeting Minutes as prepared by the Board Secretary.

Vote: 9 - 0

5. Public Forum - No speakers present.

6. Board Secretary Status Report:

The Board Secretary announced that she had no report at this time and deferred to Ryan E. Ross, Assistant County Attorney. Mr. Ross informed Members this would be his last meeting as he has been reassigned to the Planning Board. Members expressed their appreciation to Mr. Ross for his assistance through the years. Mr. Ross introduced Kerra A. Smith, Assistant County Attorney, who is now assigned to the Contractor Competency Board. Ms. Smith briefly addressed Board Members who welcomed her.

7. Old Business

- A. Members received an Information Report from Staff regarding the status of previous disciplinary action against HAFDIS B. WRIGHT, Certificate of Competency License No.: RR0186. Mrs. Wright has been issued a Notice to Appear for the Contractor Competency Board Meeting to be held on January 8, 2014 for failure to comply with the Board's Orders.
- B. Richard J. Muckey, Jr. was present regarding his Application For Reciprocity (General Contractor) approved on September 11, 2013, contingent upon applicant submitting additional Experience Verification Form.

Motion made by Sam Menezes, Seconded by Leroy White to accept the additional experience verification affidavit received on behalf of Richard J. Muckey, Jr. and approve Reciprocity from Santa Rosa County as a General Contractor.

Vote: 9 - 0

- A. **COMPLAINT: WILLIAM L. GULSBY vs. ROBERT G. PETTRY and PETTRY PLUMBING AND GAS** (Contractor Competency License No.: MP0268). William Gulsby and Robert G. Pettry were present.

Motion made by James Reynolds, Seconded by Leroy White to dismiss the Complaint as filed by William L. Gulsby against Robert G. Pettry and Pettry Plumbing and Gas, upon finding no cause exists for further disciplinary action, and after deliberation of information provided by each party and comment from BID Investigation staff that no building code violation existed.

Vote: 8 - 1

10. **HEARINGS:**

- A. **HEARING - MOTION FOR STAY** FILED ON BEHALF OF TIMOTHY L. DUGGINS/DUGGINS CARPET CARE, INC.
RE: CITATION 2013 7K/COMPLAINT NO.:UN130500203/TIMOTHY L. DUGGINS/DUGGINS CARPET CARE INC.
UNLICENSED CONTRACTING, F.S. 125.26 (1 CT); UNLICENSED CONSTRUCTION, F.S. 489.127 (1 CT ELECTRICAL; 1 CT PLUMBING; 1 CT INSULATION); and
HOMEOWNER/COMPLAINANT'S RESPONSE OPPOSING RESPONDENT/APPELLANT'S MOTION FOR STAY FILED ON BEHALF OF ALBERT McCLAMMY, HOMEOWNER/COMPLAINANT, JOB LOCATION: 13211 LILLIAN HIGHWAY, PENSACOLA, FL
Stephen Moorehead, Esq. and Keith Weidner, Esq., Counsel for Timothy L. Duggins were present. Albert McClammy, Homeowner/Complainant, was present. Mr. McClammy's counsel, Wayne Mitchel, Esq., was not present due to a conflict.

Motion made by James Reynolds, Seconded by Sam Menezes to approve the Motion for Stay until the disposition of the County Court case is made known to the Contractor Competency Board.

Vote: 7 - 2

- B. **HEARING:** GERALD MOSHE PALMER, CITATION 2013 6K / COMPLAINT NO.: UN130800348 (UNLICENSED CONTRACTING, F.S. 489.127 (1 CT); UNPERMITTED CONSTRUCTION, F.S. 125.56 (1 CT)
JOB LOCATION: 1013 WATERFORD LANE, PENSACOLA, FL 32514

Mr. Palmer was present with counsel, T. A. Borowski, Jr., Esq. and Lewis "Bo" Harper, Esq. Ms. Christine Gary, Homeowner/Complainant was also present.

Motion made by James Reynolds, Seconded by Victor Wallace to dismiss Citation No.: 2013 6K / Complaint No.: UN130800348, after deliberation of sworn testimony given in this matter and upon a finding that no cause exists for further disciplinary action against Gerald M. Palmer.

Vote: 7 - 2

EXHIBIT

B

XFINITY Connect

wayne.mitchell09@comcast.net

± Font Size ±

Fwd: Fwd: 13211 LILLIAN HWY**From :** aleemcc@cox.net

Thu, Jan 31, 2013 11:34 PM

Subject : Fwd: Fwd: 13211 LILLIAN HWY

1 attachment

To : wayne mitchell09 <wayne.mitchell09@comcast.net>

--
Lee McClammy

> Date: Thu, 3 Jan 2013 13:51:06 -0500
> From: <peggymcc@cox.net>
> To: aleemcc@cox.net
> Subject: Fwd: 13211 LILLIAN HWY
>
>
> > From: Robert Kyles <RKYLES@co.escambia.fl.us>
> > To: "peggymcc@cox.net" <peggymcc@cox.net>
> > Date: Thu, 3 Jan 2013 09:05:14 -0600
> > Subject: 13211 LILLIAN HWY
> >
> > All construction at subject address is to cease and desist until licensing confirmation has been completed for Duggins LLC. Contact me with questions.
> >
> > [cid:image001.png@01CDE991.710CB3C0]
> > Robert Kyles, Jr.
> > Investigator, #984
> > Development Services Department
> > Licensed and Unpermitted
> > Investigations Division
> > 3363 West Park Place, Pensacola, FL 32505
> > (850)595-3566 (desk) or (850)554-0656 (cell)
> > Email: rkyles@co.escambia.fl.us (850)595-3401 (fax)
> >
> > Click here to visit us online for fillable required forms or request inspections using our online services:
> >
> > <http://www.zoomerang.com/Survey/WEB22FASXK48EY>
> >
> >
> > 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.



image001.png
13 KB

EX-A

From: Robert Kyles <RKYLES@co.escambia.fl.us>

To: "tduggins@dugginsservices.com" <tduggins@dugginsservices.com>,
"lmitchell@dugginsservices.com" <lmitchell@dugginsservices.com>

CC: Amru Meah <ameah@co.escambia.fl.us>, "aleemcc@cox.net" <aleemcc@cox.net>

Date: Thu, 31 Jan 2013 10:55:57 -0600

Subject: 13211 LILLIAN HWY

> >

> > Further investigation has revealed that replacement vice repair at subject property has occurred and will require a licensed contractor.

> >

> > Per our conversation today, Duggins Services agrees not to return to subject property. A licensed contractor will obtain necessary permitting for sheetrock and insulation installation no later than February 5, 2013. Licensed contractor will complete repairs and call for final inspection no later than February 15, 2013.

> >

> > Mr. Duggins please confirm receipt of this email

> >

> > [cid:image002.png@01CDFFA1.8C4804C0]

> > Robert Kyles, Jr.

> > Investigator, #984

> > Development Services Department

> > Licensed and Unpermitted

> > Investigations Division

> > 3363 West Park Place, Pensacola, FL 32505

> > (850)595-3566 (desk) or (850)554-0656 (cell)

> > Email: rkyles@co.escambia.fl.us (850)595-3401 (fax)

> >

> > Click here to visit us online for fillable required forms or request inspections using our online services:

> >

> > <http://www.zoomerang.com/Survey/WEB22FASXK48EY>

> >

> >

> >

> > _____
> > 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.

EXHIBIT

C

Ken Lawson, Secretary

Rick Scott, Governor

September 17, 2013

Mr. Albert McClammy
13211 Lillian Highway
Pensacola, FL 32506

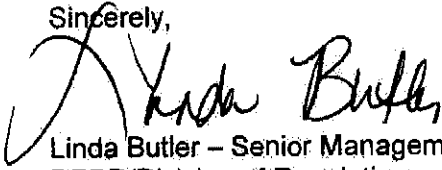
Dear Mr. McClammy:

Thank you for your recent complaint regarding Mr. Timothy Duggins of Duggins Services. Your complainant was received on May 30, 2013, reviewed on June 7, 2013 and case number 2013-023986 was assigned. Your complaint was forwarded to the Ft. Walton Regional Office where an investigation was conducted.

The department is very concerned about unlicensed activity and we take various steps in helping to combat this problem. When unlicensed activity is found the Department usually issues a Notice to Cease & Desist, a Citation, or conduct an investigation and refers the matter for criminal prosecution. During our investigation we determined the Escambia County Building Department already begun an enforcement action against Mr. Duggins, therefore we closed our case.

I hope this information is helpful and thank you for the opportunity to address your concerns.

Sincerely,



Linda Butler – Senior Management Analyst II
DBPR/Division of Regulations
1940 North Monroe Street
Tallahassee, FL 32399
Phone: 850.488.6603 Fax: 850.921-2124

Cc: Mr. Wayne Mitchell, Esq.
6781 Augustine Creek Ct.
Tallahassee, FL 32311

EXHIBIT

D

STATE, DEPT. OF TRANSP. v. GARY No. 87-538.

513 So.2d 1338 (1987)

STATE of FLORIDA, DEPARTMENT OF TRANSPORTATION, Petitioner,
v.
William L. GARY, Circuit Judge, Second Judicial Circuit, and Wilkinson & Jenkins Construction Co., Inc.,
Respondents.

District Court of Appeal of Florida, First District.

October 7, 1987.

Rehearing Denied November 13, 1987.

Thomas H. Bateman, III, Gen. Counsel, and Franz Eric Dorn, Dept. of Transp., Tallahassee, for petitioner.

Patricia H. Malono and Joseph W. Lawrence, II, of Cummings & Lawrence P.A., Tallahassee, and Robert A. Butterworth, Atty. Gen., and Walter Meginnis, Asst. Atty. Gen., Tallahassee, for respondents.

WIGGINTON, Judge.

The Department of Transportation (DOT) petitions for a writ of prohibition or, in the alternative, writ of certiorari seeking review of an interlocutory order entered by respondent Circuit Judge William L. Gary granting the motion to stay administrative proceedings filed by respondent Wilkinson & Jenkins Construction Co., Inc. (Wilkinson & Jenkins). After reviewing the petition and Wilkinson & Jenkins' response to this Court's order to show cause, and after hearing oral argument in the case, we deem the proper avenue for relief is by way of DOT's petition for writ of certiorari and hold that the trial court departed from the essential requirements of law by staying the administrative proceedings.¹

The controversy began on April 16, 1987, when DOT issued its final notice of intent to suspend Wilkinson & Jenkins' certificate of qualification due to unsatisfactory work progress on a state road project in Palm Beach County. On April 28, 1987, Wilkinson & Jenkins requested a hearing on DOT's proposed determination of delinquency pursuant to section 337.16(1)(b), Florida Statutes. The hearing was ultimately set for June 8, 1987.

However, on May 27, Wilkinson & Jenkins filed a complaint and demand for jury trial in the Second Judicial Circuit seeking compensatory damages and a declaratory judgment based on an alleged breach of contract by DOT arising from the same Palm Beach County road project. The essence of the complaint alleged that DOT delayed the project causing damages to Wilkinson & Jenkins. On the same day, Wilkinson & Jenkins filed in the circuit court and with the administrative hearing officer motions for stay of the administrative proceedings. In the motions, Wilkinson & Jenkins alleged that the circuit court had exclusive jurisdiction of the breach of contract action and that the administrative

delinquency proceeding would cover some of the same issues as would be determined in the civil action. Consequently, Wilkinson & Jenkins maintained that the prosecution of the administrative hearing would collaterally estop the relitigation in the circuit court of those factual issues and would result, therefore, in a loss of Wilkinson & Jenkins' right to a jury trial. Additionally, Wilkinson & Jenkins argued that the hearing officer's determination of crucial factual and legal issues, using a standard of proof and procedures different from those applied in the circuit court, would preclude the court from exercising its primary and exclusive jurisdiction over the breach of contract suit.

DOT responded by arguing that the administrative proceeding was filed first and would provide an adequate remedy to Wilkinson & Jenkins. Also, DOT argued that the circuit court did not have the exclusive jurisdiction of the matters raised in the administrative proceeding, and that pertinent statutes and administrative rules afforded Wilkinson & Jenkins the right to have an administrative hearing.

On June 3, 1987, the hearing officer issued an order denying the motion for stay. However, on June 4, the circuit court granted the motion to stay based on the finding that the parties' proceeding forward with the administrative hearing would deny Wilkinson & Jenkins "their right to a jury trial in its breach of contract action."

After giving due consideration to all the arguments presented by the parties, it is apparent that the fundamental underpinning of the circuit court's order is the presumption that the hearing officer's findings of fact would be conclusive in the civil proceeding due to the application of the principle of collateral estoppel. It is true that collateral estoppel has been used to bar relitigation of issues in a civil proceeding after they have once been adjudicated in an administrative proceeding. Compare *DeBusk v. Smith*, 390 So.2d 327 (Fla. 1980); *United States Fidelity & Guaranty Co. v. Odoms*, 444 So.2d 78 (Fla. 5th DCA 1984); *Jet Air Freight v. Jet Air Freight Delivery, Inc.*, 264 So.2d 35 (Fla. 3d DCA), cert. denied, 267 So.2d 833 (Fla. 1972). However, collateral estoppel requires "that the issue in the second action that is sought to be estopped from relitigation be identical to necessary and material issues resolved in the first suit." *Seaboard Coast Line Railroad Company v. Cox*, 338 So.2d 190 (Fla. 1976). (Emphasis added.) Thus, it is incumbent on Wilkinson & Jenkins to demonstrate that the necessary and material issues to be resolved in the administrative proceeding will be identical to those in the breach of contract action. To that end, Wilkinson & Jenkins maintains that the two issues identical to both proceedings are (1) whether Wilkinson & Jenkins was delayed in its performance of the project by factors beyond its control; and (2) whether Wilkinson & Jenkins expended its best efforts in a diligent attempt to complete the job on time, and was delayed through no fault of its own.

Clearly, those issues are necessary and material to the resolution of the administrative proceeding. Under section 337.16(1), a contractor shall not be

qualified to bid on a project when an investigation by DOT discloses that the contractor is "delinquent" on a previously awarded contract. In such case, the contractor's certificate of qualification shall be suspended or revoked. Section 337.16(1)(a) defines delinquency as meaning unsatisfactory progress being made on a construction project or the expiration of the allowed contract time under circumstances when the contract work is not complete. Rule 14-23.001(3)(c)2., Florida Administrative Code, provides that

[i]t shall be an absolute defense to a charge of delinquency when the contractor can demonstrate that he has expended his best efforts in a diligent attempt to complete the job on time or in an expeditious manner, and was delayed through no fault on his part... . However, a finding that a contractor did not have sufficient personnel, equipment and finances to complete a job in a timely manner shall be prima facie evidence that the contractor was at fault and therefore delinquent....

On the other hand, section 337.19, Florida Statutes, allows for suits at law and in equity to be brought and maintained by and against DOT on any claim under contract for work done. In its civil action brought under that statute, Wilkinson & Jenkins alleged, *inter alia*, that DOT delayed the project causing damages to Wilkinson & Jenkins.

Thus, it can be seen that the hearing officer would ultimately find either that Wilkinson & Jenkins was delinquent for purposes of section 337.16, or that Wilkinson & Jenkins had expended its best efforts and was not at fault. Those alternative findings, however, do not necessarily equate with the necessary and material issues to be resolved in the breach of contract action regarding DOT's alleged fault, nor were the parties able to articulate identical issues. Based on the record before us,² it is simply too speculative to assume that collateral estoppel will bar relitigation in the civil action; thus, there was no basis on which the trial court could have properly predicated a conclusion that the going forward with the administrative proceeding would deny Wilkinson & Jenkins any right it may have to a jury trial in its breach of contract action.

Accordingly, we grant DOT's petition for writ of certiorari and quash the circuit court's order staying the administrative proceeding. The administrative proceeding shall be allowed to continue.

JOANOS and ZEHMER, JJ., concur.

FootNotes

1. Judge Gary declined to respond on the merits on the basis that he has no personal interest in the disposition of this case, and, as trier of fact, does not wish to become an advocate by so responding. Instead, Judge Gary indicated his intent to rely on the real parties in interest to respond on the merits.

ESCAMBIA COUNTY CONTRACTOR COMPETENCY BOARD

In re:

DUGGINS CARPET CARE, INC. and
TIMOTHY L. DUGGINS,

Appellants.

_____ /

MOTION FOR STAY

Duggins Carpet Care, Inc. and Timothy L. Duggins ("Duggins"), by and through their undersigned counsel, file this Motion for Stay and state:

1. On May 24, 2013, Duggins filed a Complaint for breach of contract for Defendant's failure to fully pay for services rendered (the "Circuit Court Action").

2. This matter was initiated one week later on May 31, 2013.

3. One of the issues raised in the Circuit Court Action is identical to the issue presented to this honorable Board, that is, whether the work Duggins performed required him to obtain a permit or to be licensed.

4. If required to try this action before this Board, Duggins will have to try this case twice, bearing the costs and expenses of two trials and potentially having inconsistent rulings.

5. Because the Circuit Court Action was filed prior to this proceeding and in the interest of saving time and expense for all concerned and to prevent the possibility of inconsistent rulings, Duggins respectfully requests this matter be stayed pending the disposition of the Circuit Court Action.

WHEREFORE, Duggins respectfully requests this honorable Board enter an order staying the action, granting Duggins sufficient time for disposition by the Circuit Court, and granting Duggins such other and further relief as the Board deems just.



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Florida Bar No. 119443
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Attorneys for Plaintiff

and

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FLEMING
MOORHEAD**
ATTORNEYS AT LAW

REPLY TO:
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Board Certified Real Estate Lawyer
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EDWARD P. FLEMING
PRESTON J. FORSHEE
R. TODD HARRIS
BELINDA B. DE KOZAN
JOHN P. KUDER
BRUCE A. McDONALD
STEPHEN R. MOORHEAD
KATHLYN M. WHITE

December 4, 2013

OF COUNSEL
MICHAEL L. FERGUSON
WILLIAM J. GREEN
(1943-2012)

Via Hand Delivery

Mr. Ryan Ross
Board of County Commissioners
Office of County Attorney
14 W. Government Street
Room 411
Pensacola, FL 32502


Re: Duggins Carpet Care, Inc. and Timothy L. Duggins, Appellants
Our File No. SRM-13-7605

Dear Ryan:

Enclosed is your service copy of the Motion for Stay. We intend to argue the motion at the December 11 meeting. Given the motion, we do not intend to proffer evidence at the December 11 meeting. Of course, we will be prepared to do that at the January 8 meeting if the Motion for Stay is denied.

Please let me know if you have any questions or concerns.

Sincerely,



Stephen R. Moorhead

SRM/dlc
Enclosure

cc: Keith Weidner, Esquire
Duggins Carpet Care, Inc.

McDONALD, FLEMING, MOORHEAD, FERGUSON, GREEN AND DE KOZAN, LLP

25 W. GOVERNMENT STREET • PENSACOLA, FL 32502 • TELEPHONE (850) 477-0660 • www.pensacolalaw.com

Complaint No. UN130500203 N# 2013 7K

CITATION

STATE OF FLORIDA, COUNTY OF ESCAMBIA

In the name of Escambia County, Florida: the undersigned certifies that he/she observed and further has just and reasonable grounds to believe, and does believe that on the 31ST day of MAY 20 13, at 10:00 (a.m) p.m.

MITCHELL, LYNN DARYL
Last Name First Name Middle Name Alias
13570 BEVUWA RD PANORAMA FL 32533 850-474-9008
Street Address City State Zip Code Phone Number
At (Location) 13211 LILLIAN HWY PERISACOLA FL 32506

in Escambia County, Florida, did commit the offense(s) in violation of Escambia County

Ordinance No. FSS 489.127 UNLICENSED CONSTRUCTION 3 COUNT Civil Penalty \$ 1,500.00
FSS 125.56 UNPERMITTED CONTRACTING 1 COUNT Civil Penalty \$ 500.00
Civil Penalty \$ 2,000.00

SUMMARY OF FACTS FOR REASONABLE CAUSE:

THIS INVESTIGATOR WITNESS PAPERWORK INDICATING
VIOLATIONS TO THE FSS.
1 COUNT ELECTRICAL UNLICENSED
1 COUNT PLUMBING
1 COUNT INSULATION UNPERMITTED

SIGNATURE OF VIOLATOR: X L. Lynn Mitchell
DATE: 10/31/13 Escambia County of Diggs Services

☒ Request Hearing before Escambia County Contractor Competency Board. Please call (850) 595-3893 to schedule the hearing.

I swear the above and attached statements are true and correct to the best of my knowledge and belief.

SWORN TO THE SUBSCRIBED THIS 31ST DAY OF OCTOBER 20 13

Issued by Investigator [Signature] # 984

Date: 10/31/13

**By signing this Citation the Violator is only acknowledging its receipt.
IMPORTANT INSTRUCTIONS LOCATED ON 2ND PAGE

IMPORTANT INSTRUCTIONS

I AGREE TO DO ONE OF THE FOLLOWING TWO (2) THINGS:

1. If I want to admit to the Violation, I will pay the civil penalty within ten (10) days, excluding legal holidays, of the date of this Citation. If I pay the civil penalty, I understand I will be deemed to have admitted to a NON-CRIMINAL INFRACTION.
2. If I wish to contest the violation of the pursuant to procedures set out on the back of this Citation, and after the Hearing before the Competency Board I am found in violation of the previous of the Ordinance, I shall be guilty of a non-criminal infraction punishable by a civil penalty of not less than the amount set forth on the Citation but not more than \$1,000 per day for each violation. I UNDERSTAND THAT IF I HAVE NOT PAID THE CIVIL PENALTY, AND FAIL TO REQUEST A HEARING, I SHALL WAIVE MY RIGHT TO CONTEST THE CITATION AND THAT JUDGMENT MAY BE ENTERED AGAINST ME.

Checks should be made payable to:
Escambia County Building Inspections Division
3363 West Park Place
Pensacola, FL 32505
(850) 595-3565

FAILURE OF A VIOLATOR TO APPEAL THE DECISION OF THE COMPLIANCE OFFICER WITHIN THE TIME PERIOD SET FORTH IN THIS PARAGRAPH SHALL CONSTITUTE A WAIVER OF THE VIOLATOR'S RIGHT TO A HEARING BEFORE THE LOCAL LICENSING BOARD. A WAIVER OF THE RIGHT TO AN ADMINISTRATIVE HEARING SHALL BE DEEMED AS ADMISSION OF THE VIOLATION, AND PENALTIES MAY BE IMPOSED ACCORDINGLY.

THE ACT FOR WHICH THE CITATION IS ISSUED SHALL BE CEASED UPON RECEIPT OF THE CITATION, AND THE PERSON CHARGED WITH THE VIOLATION SHALL ELECT EITHER TO CORRECT THE VIOLATION AND PAY THE CIVIL PENALTY IN THE MANNER INDICATED ON THE CITATION OR, WITHIN TEN (10) DAYS OF THE RECEIPT OF THE CITATION, EXCLUSIVE OF WEEKENDS AND LEGAL HOLIDAYS, REQUEST AN ADMINISTRATIVE HEARING BEFORE THE LICENSING BOARD TO APPEAL THE ISSUANCE OF THE CITATION BY THE COMPLIANCE OFFICER.

IF THE PERSON ISSUED THE CITATION, OR HIS OR HER DESIGNATED REPRESENTATIVE, SHOWS THAT THE CITATION IS INVALID OR THAT THE VIOLATION HAS BEEN CORRECTED PRIOR TO APPEARING BEFORE THE LICENSING BOARD, THE LICENSING BOARD MAY DISMISS THE CITATION UNLESS THE VIOLATION IS IRREPARABLE OR IRREVERSIBLE.

IF THE LICENSING BOARD FINDS THAT A VIOLATION EXISTS, THE LICENSING BOARD MAY ORDER THE VIOLATOR TO PAY A CIVIL PENALTY OF NOT LESS THAN THE AMOUNT SET FORTH ON THE CITATION BUT NOT MORE THAN \$1,000 PER DAY FOR EACH VIOLATION. IN DETERMINING THE AMOUNT OF THE PENALTY, THE LICENSING BOARD WILL CONSIDER THE FOLLOWING FACTORS: 1) THE GRAVITY OF THE VIOLATION; 2) ANY ACTIONS TAKEN BY THE VIOLATOR TO CORRECT THE VIOLATION; AND 3) ANY PREVIOUS VIOLATIONS COMMITTED BY THE VIOLATOR.

UPON WRITTEN NOTIFICATION BY THE COMPLIANCE OFFICER THAT A VIOLATOR HAD NOT CONTESTED THE CITATION OR PAID THE CIVIL PENALTY WITHIN THE TIME FRAME ALLOWED ON THE CITATION, OR IF A VIOLATION HAS NOT BEEN CORRECTED WITHIN THE TIME FRAME SET FORTH ON THE NOTICE OF VIOLATION, THE LICENSING BOARD SHALL ENTER AN ORDER ORDERING THE VIOLATOR TO PAY THE CIVIL PENALTY SET FORTH ON THE CITATION OR NOTICE OF VIOLATION, AND A HEARING SHALL NOT BE NECESSARY FOR THE ISSUANCE OF SUCH ORDER.

PURSUANT TO F.S. 162.09(3) ESCAMBIA COUNTY ORDINANCE, § 16-98, A CERTIFIED COPY OF AN ORDER IMPOSING A CIVIL PENALTY AGAINST AN UNCERTIFIED CONTRACTOR MAY BE RECORDED IN THE PUBLIC RECORDS AND THEREAFTER SHALL CONSTITUTE A LIEN AGAINST ANY REAL OR PERSONAL PROPERTY OWNED BY THE VIOLATOR. UPON PETITION TO THE CIRCUIT COURT, SUCH ORDER MAY BE ENFORCED IN THE SAME MANNER AS A COURT JUDGMENT BY THE SHERIFFS OF THIS STATE, INCLUDING A LEVY AGAINST PERSONAL PROPERTY; HOWEVER, SUCH ORDER SHALL NOT BE DEEMED TO BE A COURT JUDGMENT EXCEPT FOR ENFORCEMENT PURPOSES. A CIVIL PENALTY IMPOSED PURSUANT TO THIS PART SHALL CONTINUE TO ACCRUE UNTIL THE VIOLATOR COMES INTO COMPLIANCE OR UNTIL JUDGMENT IS RENDERED IN A SUIT TO FORECLOSE ON A LIEN WHICH REMAINS UNPAID. NO LIEN CREATED PURSUANT TO THE PROVISIONS OF THIS PART MAY BE FORECLOSED ON REAL PROPERTY WHICH IS A HOMESTEAD UNDER S.4, ART X OF THE STATE.

ESCAMBIA COUNTY CONTRACTOR COMPETENCY BOARD

**IN RE: Duggins Carpet Care, Inc.
Duggins Services and Timothy Duggins**

CITATION 2013-7K

**HOMEOWNER/COMPLAINANT'S RESPONSE OPPOSING
RESPONDENT/APPELLANT'S MOTION FOR STAY**

COMES NOW Homeowner/Complainant, Albert McClammy, by the undersigned to present objections to Mr. Duggins' Motion for Stay" of the citation appeal he filed before this Honorable Board. The request to stay this proceeding is objected to as unwarranted and improper. In support, Complainant shows the following:

County Regulatory Action Began Prior to Civil Suit

1. Co-counsel for Mr. Duggins, Attorney Moorhead, presents partial, inaccurate information to support his request for stay in stating "this matter was initiated May 31, 2013", and to suggest the circuit court action takes precedence because presumably filed first (May 24, 2013). Obviously, Attorney Moorhead does not realize or have the benefit of the full history of this matter.
2. From early October 2012, through early 2013, Duggins Services engaged in the work at Homeowner's home, which included the unlicensed/unpermitted work cited by the county in its October 31, 2013 citation (2013-7K). It was actually early January 2013 when this "matter" began with the county.
3. On January 3, 2013, Escambia County Building Inspector Robert Kyles issued a cease/desist notice email pending investigation, apparently based on the fact no licensing or permits could be found for Duggins Services to undertake the scope of work being performed at Homeowner's home. On January 31, 2013, a subsequent email informed Duggins and defendant that a licensed contractor would be required to complete the work. (Email copies attached hereto as Ex. A-B).
4. Following discussions between the building inspector and the respective parties spanning the next few months, Duggins then filed a contract court action against the homeowner May 24, 2013, seeking to force payment from McClammy of more disputed homeowner proceeds totaling about \$8000. On or about May 31, 2013, Inspector Kyles met with Homeowner who filled out a formal complaint affidavit officially initiating the investigation portion of this matter. The county issued a preliminary "Notice of Violation"

against Duggins on June 3, 2013, (attached as Ex. C) and the formal citation issued October 31, 2013.

5. In reality, this regulatory action was initiated January 3, 2013, and culminated after a formal complaint investigation, with a formal citation. Duggins' contract suit came after the county initiated regulatory action. The Board in its exercise of discretion should deny the stay of its action which started in early 2013, and require Mr. Duggins to complete the citation appeal he filed for, and which is the proper route of appeal provided by law, regardless of the status of his contract dispute in county court.

Duggins Improperly Seeks Relief from Citation in Wrong Forum

6. Attorney Moorhead makes clear in the Motion for Stay that Mr. Duggins seeks to obtain a county court ruling to overturn the citation issue re: unlicensed/unpermitted activity. The Board in its exercise of discretion should deny the stay of its action for the further reason that relief sought from the Citation would be in an improper forum if the Board abdicates its authority to the county court.

7. The determination and enforcement of what contractor activity requires a license/permit is an inherent delegated power of the governmental agency given jurisdiction over such issues by the legislature. For example, sec. 489.127(5), Florida Statutes provides:

489.127 (5) Each county or municipality may, at its option, designate one or more of its code enforcement officers, as defined in chapter 162, to enforce, as set out in this subsection, the provisions of subsection (1) and s. 489.132(1) against persons who engage in activity for which a county or municipal certificate of competency or license or state certification or registration is required.

(a) A code enforcement officer designated pursuant to this subsection may issue a citation for any violation of subsection (1) or s. 489.132(1) whenever, based upon personal investigation, the code enforcement officer has reasonable and probable grounds to believe that such a violation has occurred

(d) The act for which the citation is issued shall be ceased upon receipt of the citation; and the person charged with the violation shall elect either to correct the violation and pay the civil penalty in the manner indicated on the citation or, within 10 days of receipt of the citation, exclusive of weekends and legal holidays, request an administrative hearing before the enforcement or licensing board or designated special magistrate to appeal the issuance of the citation by the code enforcement officer.

1. Hearings shall be held before an enforcement or licensing board or designated special magistrate as established by s. 162.03(2), and such

hearings shall be conducted pursuant to the requirements of ss.162.07 and 162.08.

8. In this case the county building official and competency board are the governmental entities vested with authority over such issues, not a county court. A judge/jury in a court contract action are not the proper forum for a decision on what activity by a contractor does/does not require license/permitting within a local area. Otherwise, every construction contract dispute in the state which goes to trial might result in different, inconsistent rulings from different court cases on what activity does/does not require license/permitting. That is contrary to what the laws, rules and ordinances regulating such activity provide for--the proper forum designated in law for appeal of the citation issue is with this Board, and the appeal should be perfected and finalized as prescribed above. Further right of judicial review comes after a final decision by this regulatory Board, not prior to it in hopes of using a court decision on the issue to direct the Board on what can and cannot be cited.

9. The request for stay is improper and seeks to divest the competency board and building official from inherent authority to decide such matters. The Board in its discretion should deny that improper request.

Duggins' Fear of Relitigating Citation Issues Is Baseless

10. Another baseless ground presented in support of a stay is Attorney Moorhead's assertion that Mr. Duggins may have to try the citation issues twice—before this board and in the court action. That is incorrect. If the competency board affirms the citation, the county court will be asked to recognize and defer to that decision on that issue, and it will not be an issue to be tried again.

11. Res judicata/collateral estoppel are controlling legal principles here which mean simply that the same issues re: unlicensed/unpermitted activity will not be tried and heard again, because the issues will have already been decided as a matter of law in the proper forum before the competency board. Duggins' attorneys will be estopped from retrying those issues, notwithstanding they profess fear they might have to. If the citation is overturned, and the county does not appeal further, then the same will apply.

12. In fact, controlling law would cause the court to defer to this Honorable Board's decision re: the Citation. Florida courts have consistently held that an agency's interpretation and application of statutes that it is charged with enforcing are entitled to great weight and deference, and will not be set aside unless clearly erroneous. See,

Gulfstream Park Racing Assoc. v. Dep't of Bus. Reg., 441 So. 2d 627, 629 (Fla. 1983); *Doyle v. Dep't of Bus. Reg.*, 794 So. 2d 686, 690 (Fla. 1st DCA 2001). However, an agency's interpretation must be upheld even if there are other reasonable alternatives. Id.

13. For these reasons, the Board is asked to exercise its discretion to enforce its authority over the citation issue, and deny the improper request for stay.

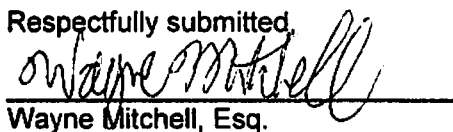
WHEREFORE, it is respectfully requested that the Board in its rightful exercise of discretion, deny the request to stay this citation appeal proceeding, and cause the appellant, Mr. Duggins/Duggins Services, to proceed to hearing before this Board as the proper forum and process provided by law.

I HEREBY CERTIFY that a copy of this response has been served on the following via email, pursuant to Rule 2.516, on this 9th day of December, 2013:

Keith W. Weidner
Taylor, Warren & Weidner, P.A.
1823 N. 9th Avenue
Pensacola, FL 32503-5270
Attorneys for Plaintiff
Primary: kweidner@twwlawfirm.com
Secondary: dmason@twwlawfirm.com

Stephen R. Moorhead
srmoorhead@pensacolalaw.com

Respectfully submitted,



Wayne Mitchell, Esq.
6781 Augustine Creek CT.
Tallahassee, FL 32311
850) cell: 567-0555
Fla. Bar # 869414

XFINITY Connect

wayne.mitchell09@comcast.net

± Font Size ±

Fwd: Fwd: 13211 LILLIAN HWY

From : aleemcc@cox.net
Subject : Fwd: Fwd: 13211 LILLIAN HWY
To : wayne mitchell09 <wayne.mitchell09@comcast.net>

Thu, Jan 31, 2013 11:34 PM

1 attachment

--

Lee McClammy

> Date: Thu, 3 Jan 2013 13:51:06 -0500
 > From: <peggymcc@cox.net>
 > To: aleemcc@cox.net
 > Subject: Fwd: 13211 LILLIAN HWY
 >
 >
 > > From: Robert Kyles <RKYLE5@co.escambia.fl.us>
 > > To: "peggymcc@cox.net" <peggymcc@cox.net>
 > > Date: Thu, 3 Jan 2013 09:05:14 -0600
 > > Subject: 13211 LILLIAN HWY
 > >
 > > All construction at subject address is to cease and desist until licensing confirmation has been completed for Duggins LLC. Contact me with questions.
 > >
 > > [cid:image001.png@01CDE991.710CB3C0]
 > > Robert Kyles, Jr.
 > > Investigator, #984
 > > Development Services Department
 > > Licensed and Unpermitted
 > > Investigations Division
 > > 3363 West Park Place, Pensacola, FL 32505
 > > (850)595-3566 (desk) or (850)554-0656 (cell)
 > > Email: rkyles@co.escambia.fl.us (850)595-3401 (fax)
 > >
 > > Click here to visit us online for fillable required forms or request inspections using our online services:
 > >
 > > <http://www.zoomerang.com/Survey/WEB22FASXK48EY>
 > >
 > >
 > >
 > > 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.



Image001.png
 13 KB

Ex-A

From: Robert Kyles <RKYLES@co.escambia.fl.us>
To: "tduggins@dugginsservices.com" <tduggins@dugginsservices.com>,
"lmitche@lmitche@dugginsservices.com" <lmitche@dugginsservices.com>
CC: Amru Meah <ameah@co.escambia.fl.us>, "aleemcc@cox.net" <aleemcc@cox.net>
Date: Thu, 31 Jan 2013 10:55:57 -0600
Subject: 13211 LILLIAN HWY

>>

>> Further investigation has revealed that replacement vice repair at subject property has occurred and will require a licensed contractor.

>>

>> Per our conversation today, Duggins Services agrees not to return to subject property. A licensed contractor will obtain necessary permitting for sheetrock and insulation installation no later than February 5, 2013. Licensed contractor will complete repairs and call for final inspection no later than February 15, 2013.

>>

>> Mr. Duggins please confirm receipt of this email

>>

>> [cid:image002.png@01CDFFA1.8C4804C0]

>> Robert Kyles, Jr.

>> Investigator, #984

>> Development Services Department

>> Licensed and Unpermitted

>> Investigations Division

>> 3363 West Park Place, Pensacola, FL 32505

>> (850)595-3566 (desk) or (850)554-0656 (cell)

>> Email: rkyles@co.escambia.fl.us (850)595-3401 (fax)

>>

>> Click here to visit us online for fillable required forms or request inspections using our online services:

>>

>> <http://www.zoomerang.com/Survey/WEB22FASXK48EY>

>>

>>

>> _____

>> 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.

EX-B

Escambia County
Building Inspections Department No 2843
Contractor Licensing

VIOLATION NOTICE

Location	13311 LILLIAN RD	Zip	9005
Owner/Contractor/Agent/Contractor/Engineer	DUGGINS CHARTER CHASE DBA SERVICES	Date	6-3-13 9AM
Address	3101 NORTH W. ST	City	PCOLA
D.O.B.	Race	HT	WT
			DL/IDISS#
			State

CHARGE(S) / VIOLATIONS

Escambia County Ordinance # _____

Florida Administrative Code _____

Florida Statute # _____

☒ Florida State Statute 125.56 - Unpermitted Construction

☒ Florida State Statute 489.127 - Unlicensed Contracting

Compliance:

CEASE + DESIST ACTIVITY IN THE CAPACITY OF A LICENSED CONTRACTOR. WORK COMPLETE AT 13311 LILLIAN RD. NEEDED PERMITS FOR REPERATIONS AND PLUMBING. CONTACT ME UPON RECEIPT OF THIS NOTICE

You are hereby notified to comply within Hrs. _____ Calendar Days _____ with the law or be subject to one of the following:

☒ Citation

☐ Appear before Competency Board

☒ Withdrawal of Complaint filed with State Attorney's Office

3300 N. Pace Blvd.
Suite 300
Pensacola, FL 32505
Tel: (850) 595-4444
Fax: (850) 595-4444
MAILED CERTIFIED
Signature of Officer 6-3-13

EX-C.

No. 2013 7K
Complaint No. UN130500203

CITATION

STATE OF FLORIDA, COUNTY OF ESCAMBIA

In the name of Escambia County, Florida: the undersigned certifies that he/she observed and further has just and reasonable grounds to believe, and does believe that on the 31ST day of MAY, 20 13, at 10:00 (a.m./p.m.).

MITCHELL, LYNN DARYL
Last Name First Name Middle Name Alias
13890 BEulah RD CANTONMENT FL 32533 850-474-9005
Street Address City State Zip Code Phone Number
At (Location) 13211 LILLIAN HWY PENSACOLA FL 32506
in Escambia County, Florida, did commit the offense(s) in violation of Escambia County

Ordinance No.: _____ Offense No.: _____
FSS 489.127 UNLICENSED CONSTRUCTION 3 COUNTS Civil Penalty \$ 1,500.00
FSS 125.56 UNPERMITTED CONTRACTING 1 COUNT Civil Penalty \$ 500.00

Civil Penalty \$ _____

Civil Penalty \$ _____

Civil Penalty \$ _____

SUMMARY OF FACTS FOR REASONABLE CAUSE:

THIS INVESTIGATOR WITNESS PAPERWORK INDICATING
VIOLATIONS TO THE FSS.
1 COUNT ELECTRICAL UNLICENSED
1 COUNT PLUMBING 1 COUNT INSULATION
1 COUNT INSULATION (UNPERMITTED)

SIGNATURE OF VIOLATOR: Lynn Mitchell
DATE: 10/31/13 Signing on behalf of Duggins Services

☒ Request Hearing before Escambia County Contractor Competency Board. Please call (850) 595-3693 to schedule the hearing.

I swear the above and attached statements are true and correct to the best of my knowledge and belief.

SWORN TO THE SUBSCRIBED THIS 31ST DAY OF OCTOBER, 20 13.

Issued by Investigator [Signature] # 984

Date: 10/31/13

**By signing this Citation the Violator is only acknowledging its receipt.
IMPORTANT INSTRUCTIONS LOCATED ON 2ND PAGE

IMPORTANT INSTRUCTIONS

I AGREE TO DO ONE OF THE FOLLOWING TWO (2) THINGS:

1. If I want to admit to the Violation, I will pay the civil penalty within ten (10) days, excluding legal holidays, of the date of this Citation. If I pay the civil penalty, I understand I will be deemed to have admitted to a NON-CRIMINAL INFRACTION.
2. If I wish to contest the violation of the pursuant to procedures setout on the back of this Citation, and after the Hearing before the Competency Board I am found in violation of the previous of the Ordinance, I shall be guilty of a non-criminal infraction punishable by a civil penalty of not less than the amount set forth on the Citation but not more than \$1,000 per day for each violation. I UNDERSTAND THAT IF I HAVE NOT PAID THE CIVIL PENALTY, AND FAIL TO REQUEST A HEARING, I SHALL WAIVE MY RIGHT TO CONTEST THE CITATION AND THAT JUDGMENT MAY BE ENTERED AGAINST ME.

Checks should be made payable to:
Escambia County Building Inspections Division
3363 West Park Place
Pensacola, FL 32505
(850) 595-3565

FAILURE OF A VIOLATOR TO APPEAL THE DECISION OF THE COMPLIANCE OFFICER WITHIN THE TIME PERIOD SET FORTH IN THIS PARAGRAPH SHALL CONSTITUTE A WAIVER OF THE VIOLATOR'S RIGHT TO A HEARING BEFORE THE LOCAL LICENSING BOARD. A WAIVER OF THE RIGHT TO AN ADMINISTRATIVE HEARING SHALL BE DEEMED AS ADMISSION OF THE VIOLATION, AND PENALTIES MAY BE IMPOSED ACCORDINGLY.

THE ACT FOR WHICH THE CITATION IS ISSUED SHALL BE CEASED UPON RECEIPT OF THE CITATION, AND THE PERSON CHARGED WITH THE VIOLATION SHALL ELECT EITHER TO CORRECT THE VIOLATION AND PAY THE CIVIL PENALTY IN THE MANNER INDICATED ON THE CITATION OR, **WITHIN TEN (10) DAYS OF THE RECEIPT OF THE CITATION**, EXCLUSIVE OF WEEKENDS AND LEGAL HOLIDAYS, REQUEST AN ADMINISTRATIVE HEARING BEFORE THE LICENSING BOARD TO APPEAL THE ISSUANCE OF THE CITATION BY THE COMPLIANCE OFFICER.

IF THE PERSON ISSUED THE CITATION, OR HIS OR HER DESIGNATED REPRESENTATIVE, SHOWS THAT THE CITATION IS INVALID OR THAT THE VIOLATION HAS BEEN CORRECTED PRIOR TO APPEARING BEFORE THE LICENSING BOARD, THE LICENSING BOARD MAY DISMISS THE CITATION UNLESS THE VIOLATION IS IRREPARABLE OR IRREVERSIBLE.

IF THE LICENSING BOARD FINDS THAT A VIOLATION EXISTS, THE LICENSING BOARD MAY ORDER THE VIOLATOR TO PAY A CIVIL PENALTY OF NOT LESS THAN THE AMOUNT SET FORTH ON THE CITATION BUT NOT MORE THAN \$1,000 PER DAY FOR EACH VIOLATION. IN DETERMINING THE AMOUNT OF THE PENALTY, THE LICENSING BOARD WILL CONSIDER THE FOLLOWING FACTORS: 1) THE GRAVITY OF THE VIOLATION; 2) ANY ACTIONS TAKEN BY THE VIOLATOR TO CORRECT THE VIOLATION; AND 3) ANY PREVIOUS VIOLATIONS COMMITTED BY THE VIOLATOR.

UPON WRITTEN NOTIFICATION BY THE COMPLIANCE OFFICER THAT A VIOLATOR HAD NOT CONTESTED THE CITATION OR PAID THE CIVIL PENALTY WITHIN THE TIME FRAME ALLOWED ON THE CITATION, OR IF A VIOLATION HAS NOT BEEN CORRECTED WITHIN THE TIME FRAME SET FORTH ON THE NOTICE OF VIOLATION, THE LICENSING BOARD SHALL ENTER AN ORDER ORDERING THE VIOLATOR TO PAY THE CIVIL PENALTY SET FORTH ON THE CITATION OR NOTICE OF VIOLATION, AND A HEARING SHALL NOT BE NECESSARY FOR THE ISSUANCE OF SUCH ORDER.

PURSUANT TO F.S. 162.09(3) ESCAMBIA COUNTY ORDINANCE, § 18-98, A CERTIFIED COPY OF AN ORDER IMPOSING A CIVIL PENALTY AGAINST AN UNCERTIFIED CONTRACTOR MAY BE RECORDED IN THE PUBLIC RECORDS AND THEREAFTER SHALL CONSTITUTE A LIEN AGAINST ANY REAL OR PERSONAL PROPERTY OWNED BY THE VIOLATOR. UPON PETITION TO THE CIRCUIT COURT, SUCH ORDER MAY BE ENFORCED IN THE SAME MANNER AS A COURT JUDGMENT BY THE SHERIFFS OF THIS STATE, INCLUDING A LEVY AGAINST PERSONAL PROPERTY; HOWEVER, SUCH ORDER SHALL NOT BE DEEMED TO BE A COURT JUDGMENT EXCEPT FOR ENFORCEMENT PURPOSES. A CIVIL PENALTY IMPOSED PURSUANT TO THIS PART SHALL CONTINUE TO ACCRUE UNTIL THE VIOLATOR COMES INTO COMPLIANCE OR UNTIL JUDGMENT IS RENDERED IN A SUIT TO FORECLOSE ON A LIEN WHICH REMAINS UNPAID. NO LIEN CREATED PURSUANT TO THE PROVISIONS OF THIS PART MAY BE FORECLOSED ON REAL PROPERTY WHICH IS A HOMESTEAD UNDER S.4. ART X OF THE STATE.

Escambia County
Building Inspections Department
Contractor Licensing

No 2843

VIOLATION NOTICE

Location 13211 LILLIAN HWY		Zip	Date 6-3-13	Time 9AM	Zone
Owner/Occupant/Agent/Contractor/Business DUGGINS CARPET CARE, DBA DUGGINS SERVICES		Phone 474 9005			
Address 3101 NORTH W. ST		City P-OLA	State FL	Zip 32505	
D.O.B.	Race	HT	WT	D.L./ID/SS#	State

CHARGE(S) / VIOLATIONS

	Escambia County Ordinance # _____
	Florida Administrative Code _____
	Florida Statute # _____
X	Florida State Statute 125.56 - Unpermitted Construction
X	Florida State Statute 489.127 - Unlicensed Contracting

Compliance: **CEASE + DESIST ACTING IN THE CAPACITY OF A LICENSED CONTRACTOR. WORK COMPLETE AT 13211 LILLIAN HWY NEEDED PERMITS FOR ALTERATIONS AND PLUMBING. CONTACT ME UPON RECEIPT OF THIS NOTICE**

You are hereby notified to comply within Hrs. _____ Calendar Days _____ with the law or be subject to one of the following:

- ☒ Citation
- ☐ Appear before Competency Board
- ☒ Affidavit of Compliant filed with State Attorney's Office

3300 N. Pace Blvd.,
Suite 300
Pensacola, FL 32505
Tel: (850) 595-~~0000~~
FAX: (850) 595-~~0000~~

MAILED CERTIFIED
Signature of Respondent
FILED #984, 6-3-13
Signature of Officer

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

DUGGINS CARPET CARE, INC.

Filing Information

Document Number	P03000019966
FEI/EIN Number	383674582
Date Filed	02/18/2003
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/03/2005
Event Effective Date	NONE

Principal Address3101 NORTH W STREET
PENSACOLA, FL 32505

Changed: 03/20/2008

Mailing AddressP.O. BOX 10884
PENSACOLA, FL 32524

Changed: 03/21/2006

Registered Agent Name & AddressDUGGINS, TIMOTHY L
3101 NORTH W STREET
PENSACOLA, FL 32505

Name Changed: 03/20/2008

Address Changed: 03/20/2008

Officer/Director Detail**Name & Address**

Title PRES

DUGGINS, TIMOTHY
3101 NORTH W STREET
PENSACOLA, FL 32505

Title V

THORNTON, DANIEL
3101 NORTH W STREET
PENSACOLA, FL 32505

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Title CFO

MITCHELL, LYNN
3101 NORTH W STREET
PENSACOLA, FL 32505

Title CEO

MURPHY, JOSHUA
3101 NORTH W STREET
PENSACOLA, FL 32505

Annual Reports

Report Year	Filed Date
2011	03/29/2011
2012	02/11/2012
2013	01/26/2013

Document Images

01/26/2013 -- ANNUAL REPORT	View image in PDF format
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03/29/2011 -- ANNUAL REPORT	View image in PDF format
02/25/2010 -- ANNUAL REPORT	View image in PDF format
04/06/2009 -- ANNUAL REPORT	View image in PDF format
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03/21/2006 -- ANNUAL REPORT	View image in PDF format
08/03/2005 -- Amendment	View image in PDF format
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12/16/2004 -- REINSTATEMENT	View image in PDF format
02/18/2003 -- Domestic Profit	View image in PDF format

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS		www.sunbiz.org			
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Previous on List	Next on List	Return to List	Fictitious Name Search
Filing History	<input type="button" value="Submit"/>		

Fictitious Name Detail

Fictitious Name

DUGGINS SERVICES

Filing Information

Registration Number	G08164900194
Status	ACTIVE
Filed Date	06/12/2008
Expiration Date	12/31/2018
Current Owners	1
County	ESCAMBIA
Total Pages	2
Events Filed	1
FEI/EIN Number	38-3674582

Mailing Address

P.O. BOX 10884
PENSACOLA, FL 32524

Owner Information

DUGGINS CARPET CARE, INC
3101 NORTH W ST
PENSACOLA, FL 32505
FEI/EIN Number: 38-3674582
Document Number: P03000019966

Document Images

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10/09/2013 -- Fictitious Name Renewal Filing	<input type="button" value="View image in PDF format"/>

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Filing History	<input type="button" value="Submit"/>		

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State of Florida, Department of State

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

DOCUMENT# G08164900194

Fictitious Name to be Registered: DUGGINS SERVICES

Mailing Address of Business: P.O. BOX 10884
PENSACOLA, FL 32526

Florida County of principal place of business: MULTIPLE

FEI Number: 38-3674582

Owner(s) of Fictitious Name:

DUGGINS CARPET CARE, INC
3101 NORTH W ST
PENSACOLA, FL 32505
Florida Registration Number: P03000019966
FEI Number: 38-3674582

FILED
Jun 12, 2008
Secretary of State

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) understand that the electronic signature(s) below shall have the same legal effect as if made under oath.

TIMOTHY L. DUGGINS

06/12/2008

Electronic Signature(s)

Date

Certificate of Status Requested (X)

Certified Copy Requested ()

APPLICATION FOR RENEWAL OF FICTITIOUS NAME

REGISTRATION# G08164900194

Fictitious Name: DUGGINS SERVICES

FILED
Oct 09, 2013
Secretary of State
G13000100184

Current Mailing Address:

P.O. BOX 10884
PENSACOLA, FL 32526

New Mailing Address:

P.O. BOX 10884
PENSACOLA, FL 32524 UN

Current County of Principal Place of Business:

MULTIPLE

New County of Principal Place of Business:

ESCAMBIA

Current FEI Number:

38-3674582

New FEI Number:

Current Owner(s):

Document #: P03000019966 () Delete
FEI #: 38-3674582
Name: DUGGINS CARPET CARE, INC
Address: 3101 NORTH W ST
City-St-Zip: PENSACOLA, FL 32505

Additions/Changes to Owner(s):

Document #: () Change () Addition
FEI #:
Name:
Address:
City-St-Zip:

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I understand that the electronic signature below shall have the same legal effect as if made under oath. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

TIMOTHY DUGGINS

10/09/2013

Electronic Signature(s)

Date

Certificate of Status Requested (X)

Certified Copy Requested (X)

Chapter 162 Florida Statutes:
PART I LOCAL GOVERNMENT CODE ENFORCEMENT BOARDS
COUNTY OR MUNICIPAL CODE ENFORCEMENT

162.06 Enforcement procedure.—

(1)It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; however, no member of a board shall have the power to initiate such enforcement proceedings.

(3)If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator. . . , shall notify an enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing and shall provide notice pursuant to s. [162.12](#).

162.07 Conduct of hearing.—

(2)Each case before an enforcement board shall be presented by the local governing body attorney or by a member of the administrative staff of the local governing body. If the local governing body prevails in prosecuting a case before the enforcement board, it shall be entitled to recover all costs incurred in prosecuting the case before the board and such costs may be included in the lien authorized under s. [162.09](#)(3).

(3)An enforcement board shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The enforcement board shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(4)At the conclusion of the hearing, the enforcement board shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein. The finding shall be by motion approved by a majority of those members present and voting, except that at least four members of a seven-member enforcement board, or three members of a five-member enforcement board, must vote in order for the action to be official...

Escambia County, Florida, Code of Ordinances,
PART I - CODE OF ORDINANCES, ARTICLE II. - CONSTRUCTION CONTRACTORS
DIVISION 4. UNLICENSED CONTRACTORS

Sec. 18-91. Short title. This division ***shall be known*** and may be cited as the "***Escambia County Unlicensed Contractor Ordinance.***"

Sec. 18-95. Rights of violator. The act for which such a citation is issued ***shall be ceased upon receipt of the citation***; and the ***person charged with the violation shall elect either to correct the violation and pay the civil penalty*** in the manner indicated on the citation ***or, within ten days of receipt of such citation, exclusive of weekends and legal holidays, request an administrative hearing before contractor competency board*** to contest the issuance of the citation by the code enforcement officer.

Sec. 18-97. Hearings.

(a) Hearings shall be held before the contractor competency board and such hearings shall be conducted pursuant to the requirements of sections 162.07 and 162.08, Florida Statutes (1999), as amended.

**FIRST CIRCUIT COUNTY COURT: CIVIL DIVISION
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

Duggins Carpet Care, Inc.
PLAINTIFF,

V.

**CASE NO. 2013 CC 1622
DIVISION V**

Albert McClammy,
DEFENDANT/COUNTER-PLAINTIFF,

V.

Duggins Carpet Care, Inc.
D/B/A Dnggins Services
COUNTER-DEFENDANT.

**DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT,
AFFIRMATIVE DEFENSES AND COUNTER-CLAIMS**

COMES NOW Defendant, Albert McClammy, pursuant to Fl.R.Civ.P. 1.110, and 1.140(b), by and through undersigned counsel to Answer Plaintiff's complaint, and to file affirmative defenses, as well as counter-claims against the Plaintiff/Counter Defendant, Duggins Services.

Answer to Plaintiff's Complaint

Defendant, Albert McClammy, denies the breach of contract count alleged by Plaintiff, asserts there was no valid contract with an unlicensed entity (Duggins) for the scope of services agreed to, and further asserts in response the following affirmative defenses and counter-claims against the defendant, Duggins Services. The grounds are:

Factual Background

1. On or about October 7, 2012, Defendant McClammy contacted "Serv-Pro",

who then contacted Duggins Services, for assistance in cleaning up his flooded home due to a broken water line that flooded the attic, walls, ceilings, and all areas affected.

2. Initially, Defendant discussed with Duggins Services, the performance of water extraction, demolition of water damaged areas, and replacement of insulation, sheet rock, doors and base boards. During initial discussions, Duggins Services represented that the company was qualified and duly licensed to perform all reconstruction work required, and as subsequently itemized in the initial homeowner's insurance estimate totaling \$17,232.89. This scope of work specifically included plumbing and electrical work to include removal/replacement of toilets, and removal/disconnecting of fixed ceiling/wall light fixtures and fixed ceiling fan fixtures. See Composite Exhibit A, Insurance estimate sheets and Duggins Services statement, signed by defendant as the composite scope of work agreed to as part of the "contract", and authorization to undertake all necessary work (17 pages, fully incorporated by reference).

3. On or about October 31, 2012, Duggins Services acknowledged receipt of an adjusted insurance coverage check in the amount of \$17,232.89, which was endorsed and placed in escrow for disbursement as the put together (reconstruction) work was performed. See, Composite Exhibit B (2 pages, fully incorporated by reference). Duggins separately billed and was paid by the defendant's insurance company in separate checks for the water extraction, demolition and various other mitigation work. As partial completion of the work Duggins undertook progressed, Duggins received

various check disbursements from the escrowed amount and direct insurance checks totaling at least the amount of \$17,316.16. See, Composite Exhibit C, email from insurance claims adjuster, copies of various checks and invoice statements from Duggins (10 pages, fully incorporated by reference).

4. As work progressed Defendant McClammy expressed dissatisfaction to Tim Duggins, owner of Duggins Services re: poor quality of the work. This included a broken water line in the master bath while Duggins' crew removed a sink/vanity, and broken marble splashboards in the bathrooms. In early January 2013, Escambia County, Florida Building Inspection Department was notified of problems being encountered with Duggins Services.

5. On January 3, 2013, Escambia County, Florida Building Inspector Robert Kyles issued a cease and desist notice email pending investigation, apparently based on the fact no licensing or permits could be found for Duggins Services to undertake the scope of work being performed at defendant's home. On January 31, 2013, a subsequent email informed Duggins and defendant that a licensed contractor would need to be retained to complete the work, because the replacement (reconstruction) scope of work undertaken by Duggins Services included work requiring a licensed contractor and permits. Duggins Services is not a licensed contractor for electrical, plumbing, building construction work with either the county or state Construction Board. In addition, Duggins Carpet Care, Inc. (named plaintiff) was likewise not a licensed contractor for electrical, plumbing, and/or building construction work.

6. Apparently, Duggins Services agreed with the county inspector's request to not return to the property. On or about May 31, 2013, Inspector Kyles provided a written statement that Duggins Services was in violation of licensing and permit requirements for the scope of work undertaken at defendant's home. See Composite Exhibit D, emails, written notice from Escambia County Building Inspector Robert Kyles (3 pages, fully incorporated by reference).

Affirmative Defenses

Lack of Privity

7. Initially, this court is asked to take note that there is no privity or contractual connection between the plaintiff, Duggins Carpet Care, Inc., and the defendant, Albert McClammy. As the Plaintiff's attachment to his complaint, and the attachments referenced herein clearly show, Mr. McClammy entered into a purported contractual agreement with Duggins Services, and at no time did Mr. McClammy enter a contractual relation with Duggins Carpet Care, Inc., the named plaintiff in this action.

8. Presumably, Tim Duggins owns and operates Duggins Carpet Care, Inc., and Duggins Services, but defendant is without actual knowledge to affirm that. The fact is, no contractual relationship or "privity" ever existed between the named plaintiff, and the defendant, Albert McClammy. As noted this is shown in virtually all the documents referenced herein. For reasons unclear Mr. Duggins has filed a contract action in the name of Duggins Carpet Care, Inc. alleging a breach by the defendant. This allegation is improperly filed and inconsistent with the contract undertaken by Duggins Services.

9. It is established law that inconsistencies between assertions in a pleading (here Mr. Duggins' complaint) and a document referenced in such a pleading (the purported contract attachments naming Duggins Services), are resolved by the documents. The writing or document controls. See, **Health Application Systems, Inc. v. Hartford Life and Acc. Ins. Co.**, 381 So.2d 294 Fla.App.1.Dist.,1980, holding "Under Florida rules of civil procedure, and case law interpreting the rule, exhibits attached to a pleading become a part for all purposes; and if an attached document negates a pleader's cause of action or defense, the plain language of a document will control and may be the basis for granting a motion to dismiss. FL. Rules of Civil Procedure, Rule 1.130(b). That is, when there are conflicts between the allegations and documents attached as exhibits, the plain language of the documents control. **Geico General Ins. Co., Inc. v. Graci** 849 So.2d 1196 Fla.App. 4 Dist.,2003. Cf. **Fladell v. Palm Beach County Canvassing Bd.**, **772 So.2d 1240** (Fla.,2000), in which the Florida Supreme Court noted that if an exhibit that is attached to a complaint facially negates the cause of action, the document controls and must be considered in determining a motion to dismiss.

10. Moreover, in virtually all known jurisdictions, a basic premise of contract law requires a direct contractual relationship or "privity" to exist between the parties before one party to a contract can enforce the contract or sue for damages via filing a lawsuit against the other party (subject to exceptions of an intended third party beneficiary or implied obligation of a party to a third party, none of which exist here). See, e.g., **Bahama Sales Associates, LLC. v. Byers.**, 701 F.3d 1335 (USCtApp. 11th

Cir.: 2012). In other words, when there is no privity between named parties to a lawsuit, and no third party beneficiary agreement or obligation owed, there are no legal grounds for one party to bring a contract action against the other party. Espinosa v. Sparber, Shevin, Spobo, Rosen & Heilbronner, 612 So.2d 1378, 1379 (Fla.S.Ct.,1993), Whitehead v. Rizon East Association, 425 So.2d 627 (Fla.App.4th.Dist.,1983). Accord, Baskerville-Donovan Engineers, Inc. v. Pensacola Executive House Condominium Association, 581 So.2d 1301, 1302-1303 (FL.S. Ct.,1991).

11. As noted, there is no privity or contractual connection between the plaintiff, Duggins Carpet Care, Inc., and the defendant, Albert McClammy. Plaintiff's complaint is improperly filed against this defendant and should be non-enforceable by Duggins for inter alia., lack of privity.

Misrepresentation/Inducement By Fraud:
Lack of Enforceable Contract

12. Defendant re-asserts all factual statements contained in paragraphs one (1) through six (6) which are fully incorporated by reference. Duggins Services represented to defendant at the initial emergency response visit that the company was qualified and duly licensed to perform all reconstruction work required, which was subsequently itemized in the initial homeowner's insurance estimate totaling \$17,232.89.

13. This scope of work specifically included plumbing and electrical work to include removal/replacement of toilets, and removal/disconnecting of fixed ceiling/wall light fixtures and fixed ceiling fan fixtures. The scope of work entailed demolition of all drywall and removal of insulation material in multiple rooms including ceilings,

followed by complete reconstruction and replacement of both. County permits and/or state licenses are required to legally perform this scope of work.

14. Duggins Services is an unlicensed entity, and Duggins Carpet Care, Inc., is similarly unlicensed. Based upon the initial misrepresentation that plaintiff/counter-defendant was duly licensed/qualified, the defendant was fraudulently induced to enter an agreement with Duggins for the full scope of work required. Duggins should not be allowed to benefit or profit from an agreement induced by misrepresentation/fraud. Contracts induced by misrepresentation/fraud are non-enforceable contracts.

Failure of Complaint to State A Valid Cause of Action:
Lack of Enforceable Contract

15. Defendant re-asserts all factual statements contained in paragraphs one (1) through six (6) which are fully incorporated by reference. Duggins attached to his complaint, Ex. A, a document purporting to be the "contract" with Defendant, upon which he alleges a breach of contract of action.

16. The Court is asked to note that purported agreement, contains only broad terms related to general mitigation services, labor and equipment, but woefully lacks any descriptions of specific scope of work to include the reconstruction Duggins undertook, describes no deliverables and/or terms of payment for the plaintiff to meet, or any other performance specifics upon which payment would be based.

17. Most of the purported contract verbiage relates to assignment of payment (insurance benefits) directly to Duggins for unspecified materials, labor and equipment needed to protect the property from further damage. In short, this is a legally vague,

unilateral contract of collusion, void of any clear terms of performance, without a clear description of deliverables, and nowhere describing the full scope of work required of Duggins to earn payment under terms of the contract.

18. As a matter of public policy, the vague contract of collusion attached to Plaintiff's complaint and purportedly "breached" by defendant when Duggins (an unlicensed entity) was directed to cease/desist work on the McClammy project for being in violation of licensing/permit requirements, is an unenforceable contract.

Failure of Complaint to State A valid Cause of Action/Lack of Standing

19. Defendant re-asserts all factual statements contained in paragraphs one (1) through six (6) which are fully incorporated by reference. Duggins Services undertook work for which appropriate contracting permits/licenses are required. Duggins Services is an unlicensed entity. Similarly, Duggins Carpet Care, Inc., is unlicensed for the type work attempted by Duggins Services.

20. As a matter of law, section 489.128, Fla. Stats. provides in pertinent part:

489.128 Contracts entered into by unlicensed contractors unenforceable.—

(1) As a matter of public policy, contracts entered into on or after October 1, 1990, by an unlicensed contractor shall be unenforceable in law or in equity by the unlicensed contractor.

(a) For purposes of this section, an individual is unlicensed if the individual does not have a license required by this part concerning the scope of the work to be performed under the contract. A business organization is unlicensed if the business organization does not have a primary or secondary qualifying agent in accordance with this part concerning the scope of the work to be performed under the contract.

21. In January 2013, the SUPREME COURT OF FLORIDA, decided in Earth Trades, Inc. v. T&G Corp., 108 So. 3d 580; (FL.S.Ct.: 2013); 38 Fla. L. Weekly S 35, January 24, 2013, that a revision to the above statute prevented an unlicensed contractor

from bringing any action to enforce the contract, where the scope of work required a license, even if the other party to the contract knew or should have known the contractor was unlicensed (eliminating defenses of in pari delicto and clarifying that no rights to a lien or bond claim for labor, services, or material exist for the unlicensed contractor).

22. In sum, Duggins Services, an unlicensed entity, and Duggins Carpet Care, Inc., similarly unlicensed, have no standing to bring this contract action. Because there is no legal standing, the instant complaint further fails to state a valid cause of action, and the relief alleged should be summarily denied to the defendant.

Counter-Claims Against Duggins Services

Defendant/Counter-Plaintiff, Albert McClammy, an adult resident of Escambia County, Florida, hereby files this Counter-Claim Complaint, against plaintiff/counter-defendant, Duggins Services, and alleges:

23. Duggins is a business with its principal place of business located at 3101 North W Street, Pensacola, FL 32505, and operates throughout Escambia County, Florida.

24. All events alleged herein occurred in Escambia County, Florida, within this court's jurisdiction. All conditions precedent have been met by Counter-Plaintiff McClammy prior to filing this counter-claim against Duggins.

25. This action is for damages in excess of \$5000, not exceeding fifteen thousand dollars (\$15,000.00) in the initial pleading, but exceeding that amount in a total compensatory sum wrongfully paid to Duggins in the amount of \$17,316.16, as shown in the counter-claims, perhaps triple that if requested punitive damages are awarded,

exclusive of attorney fees/costs. If the Court finds this total sum to exceed the jurisdiction of the County Court, it is respectfully requested that this cause with counter-claims be transferred to the jurisdiction of the circuit court accordingly.

COUNT I
BREACH OF CONTRACT

26. Defendant re-asserts all factual statements contained in paragraphs one (1) through six (6) which are fully incorporated by reference. Duggins misrepresented the fact that Duggins is actually an unlicensed entity, by claiming to be licensed and duly qualified to obtain permits necessary for the scope of work agreed to.

27. This induced Counter-Plaintiff McClammy to enter an agreement for the full scope of work herein described. Duggins breached this agreement by being unable legally and otherwise, to perform and complete the full scope of work to Counter-Plaintiff McClammy's satisfaction.

28. Moreover, Duggins was directed to cease/desist work based on being unlicensed, and could not complete the scope of work agreed to under order of the county regulatory authority. Counter-Plaintiff McClammy has suffered damages in the form of Duggins misappropriating insurance benefits intended for a duly licensed and qualified contractor to repair his home, as a direct and proximate result of Duggins misrepresentations for purposes of obtaining those funds. The misappropriated insurance funds total at least the amount of \$17,316.16. See, Composite Exhibit C.

29. Counter-Plaintiff McClammy has suffered additional damages in the form of hiring a licensed contractor in the amount of \$7379.50, required to complete and

correct the work attempted by Duggins, after Duggins was directed to cease/desist any further work on Counter-Plaintiff McClammy's home. Attached hereto as **Exhibit E**, is a copy of the invoice from C&S Building Renovation (subsequent contractor), whom McClammy had to pay for correction/completion of the job at his home after Duggins breached the agreement by being unable to perform and complete it to Counter-Plaintiff McClammy's satisfaction.

COUNT II
MISREPRESENTATION: UNJUST ENRICHMENT

30. Defendant re-asserts all factual statements contained in paragraphs one (1) through six (6) which are fully incorporated by reference. Duggins Services represented to defendant at the initial emergency response visit that the company was qualified and duly licensed to perform all reconstruction work required, which was subsequently itemized in the initial homeowner's insurance estimate.

31. This scope of work specifically included plumbing and electrical work to include removal/replacement of toilets, and removal/disconnecting of fixed ceiling/wall light fixtures and fixed ceiling fan fixtures. The scope of work entailed demolition of all drywall and removal of insulation material in multiple rooms including ceilings, followed by complete reconstruction and replacement of both. County permits and/or state licenses are required to legally perform this scope of work.

32. Duggins Services is an unlicensed entity, and Duggins Carpet Care, Inc., is similarly unlicensed. Based upon the initial misrepresentation that plaintiff/counter-defendant was duly licensed/qualified, the defendant /counter- plaintiff was fraudulently

induced to enter an agreement with Duggins for the full scope of work required. Duggins has received misappropriated insurance funds which total at least the amount of \$17,316.16. See, Composite Exhibit C. This misappropriation of funds has damaged Counter-Plaintiff McClammy by diverting payment intended for a licensed contractor to fully repair his home. McClammy has been forced to pay the above described subsequent contractor out of pocket, further damaging him. Duggins should not be allowed to benefit or profit nor further be unjustly enriched by keeping payments from the homeowner's insurance when the agreement to perform that scope of work was induced by Duggins' misrepresentation/fraud.

COUNT III
UNLICENSED CONTRACTING

34. Defendant re-asserts all factual statements contained in paragraphs one (1) through six (6) which are fully incorporated by reference. As noted herein, Duggins Services is an unlicensed entity, and Duggins Carpet Care, Inc., is similarly unlicensed. Based upon the initial misrepresentation that plaintiff/counter-defendant was duly licensed/qualified, the defendant /counter- plaintiff was fraudulently induced to enter an agreement with Duggins for the full scope of work required.

35. Duggins was directed to cease/desist work based on being unlicensed, and could not complete the scope of work agreed to under order of the county regulatory authority. Counter-Plaintiff McClammy has suffered damages in the form of Duggins misappropriating insurance benefits intended for a duly licensed and qualified contractor to repair his home, and further suffered injury as a result of suffering additional damages

in the form of hiring a licensed contractor in the amount of \$7379.50, required to complete and correct the work attempted by Duggins.

36. All of this resulted from Duggins' intentional misrepresentation that Duggins was duly licensed/qualified to perform the scope of work agreed to. As a matter of law, Duggins has engaged in the tortuous practice of "unlicensed contracting" for work which requires appropriate licensure.

37. To this effect, section 768.0425, Florida Statutes, provides for:

Damages for unlicensed contractors

768.0425. Damages in actions against contractors for injuries sustained from negligence, malfeasance, or misfeasance.—

(1) For purposes of this section only, the term "contractor" means any person who contracts to perform any construction or building service which is regulated by any state or local law, including, but not limited to, chapters 489 and 633; and the term "consumer" means a person who contracts for the performance of any construction or building service which is regulated by any state or local law, including, but not limited to, chapters 489 and 633.

(2) In any action against a contractor for injuries sustained resulting from the contractor's negligence, malfeasance, or misfeasance, the consumer shall be entitled to three times the actual compensatory damages sustained in addition to costs and attorney's fees if the contractor is neither certified as a contractor by the state nor licensed as a contractor pursuant to the laws of the municipality or county within which she or he is conducting business.

History.—ss. 12, 16, ch. 87-310; s. 21, ch. 88-149; ss. 22, 23, ch. 88-156; s. 1159, ch. 97-102. Note.—Former s. 489.5331.

38. As a matter of law, Duggins has directly and proximately caused injury/damages to the Counter-Plaintiff McClammy and should be required to pay three times the actual compensatory damages sustained in addition to costs and attorney's fees, because Duggins and/or Duggins Carpet Care Inc. are both unlicensed and

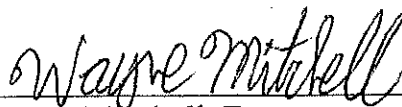
unqualified to perform the scope of work undertaken at Counter-Plaintiff McClammy's home.

WHEREFORE, for the reasons set forth above, lack of enforceable contract as to Duggins' claim, a lack of privity, a lack of standing, a breach by virtue of being unlicensed, inducement by misrepresentation/unjust enrichment, and engaging in unlicensed contracting to the detriment of Counter-Plaintiff McClammy, judgment is demanded against the counter-defendant Duggins Services for the total amounts itemized herein, attorney's fees and costs, and any other relief deemed appropriate by this Court. **Alternatively**, based upon affirmative defenses shown, the complaint filed by Duggins Carpet Care, Inc., and or any ostensibly affiliated entities (**a/k/a, Duggins Services**) should be summarily denied. Defendant/Counter-Plaintiff McClammy further requests an award of costs/fees against the Plaintiff, and any other relief deemed appropriate by this Court. If the Court finds the total sums exceed the jurisdiction of this Court, it is respectfully requested that this cause be transferred to the circuit court accordingly.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been provided to Plaintiff's Attorney, Keith Weidner, Taylor, Warren & Weidner, P.A., 1823 N 9th Ave., Pensacola, Florida 32503 by regular U.S. Mail/**email**, this 10th day of July 2013.

Respectfully submitted,



Wayne Mitchell, Esq.
6781 Augustine Creek CT.
Tallahassee, FL 32311
(850) cell:567-0555
Fla. Bar # 869414



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5654

Public Hearings 13.

BCC Regular Meeting

Meeting Date: 02/06/2014

Issue: Gabrieli A. Davis' Appeal of Contractor Competency Board Decision of 1/08/2014

From: Donald R. Mayo, Interim Building Official

Organization: Building Inspections

CAO Approval:

RECOMMENDATION:

5:33 p.m. Hearing to consider Gabrieli A. Davis' Appeal of the Escambia County Contractor Competency Board's Decision.

Recommendation: That the Board uphold the Contractor Competency Board's decision of January 8, 2014, whereby it dismissed Mr. Davis' complaint against David Rademacher and Horizon Sunrooms and Spas, Inc. for lack of probable cause as it failed to substantiate that any violation of Chapter 18 of the Escambia County Code of Ordinances and the Florida Building Code had occurred.

TRANSCRIPTION OF NOTICE TO SHOW CAUSE HEARING WILL BE DISTRIBUTED UNDER SEPERATE COVER.

BACKGROUND:

On September 26, 2013, Gabrieli A. Davis filed a complaint against David Rademacher and Horizon Sunrooms and Spas, Inc. On January 8, 2014, the Contractor Competency Board held a show cause hearing to determine whether or not there was sufficient cause to proceed to a disciplinary hearing based upon the allegations in the complaint. At the conclusion of the hearing, the Contractor Competency Board dismissed the complaint.

Complainant, Gabrieli A. Davis, is seeking a reversal of the Contractor Competency Board's decision to dismiss his complaint.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This matter has been coordinated with Kerra A. Smith, Assistant County Attorney, under Chapter 18, Sec. 18-59.- Appeals, of the Code of Ordinances of Escambia County, Florida.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with the Code of Ordinances of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Gabrieli A. Davis Request for Appeal of CCB Action

Gabrieli A. Davis Complaint_re David Rademacher and Horizon Sunrooms & Spas, Inc.

David Rademacher Response to Davis Complaint

Davis Complaint_BID Investigator Case Note re Notice to Contractor Rademacher

Davis Complaint_BID Investigator Case Note re TEMO Warranty

Davis Complaint_Warranties by TEMO & Horizon Sunrooms & Spas, Inc.

CONTRACTOR COMPETENCY BOARD'S RESPONSE TO COMPLAINANT'S REQUEST FOR REVIEW

Dr. Gabrieli A. Davis
6020 Songbird Drive
Pensacola, Florida 32503

January 9, 2014

Escambia County Board of Commissioners
ATTN: Doris Harris, Deputy Clerk, BOC
221 Palafox Place Suite 130
Pensacola, Florida 32502

PAM GILBERTS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2014 JAN 10 A 8:10
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

Dear Ms. Harris:

I hereby formally appeal the decision made by the Escambia County Competency Board and a formally complain of the proceedings. I present the following as just cause:

Basic Facts

Horizon's Sunroom sold and installed a sunroom at my residence. The selection of Horizon's as the contractor was based exclusively on their presentation of Warranties. I have had numerous of problems which I outlined to and for the Board to which Horizon has now refused to address. I received a **"Lifetime Warranty"** on the Screens and Roof yet the roof contained a twenty year product warranty termination. The exclusions for each were as follows: Roof: normal use and would not delaminate; Screens: other than storm, fire or other acts of nature.

After their refusal to honor the Warranty as sold I filed a Competency Board Complaint listing the defaults. The Board heard the complaint initially and passed it based on the fact that there was an outstanding Civil Action. Horizon at the Small Claims Hearing evoked their right to mediation and Judge Kinsey passed the case for such to take place. Horizon refused to participate since the contract called for them to assume the cost. Please note such was known to them prior to their request and even after their request for such Judge Kinsey explained in details.

Prior to Show Cause Hearing I personally met with Ms. Sue Garrett and provided to her two names of employees of Horizon who worked on my sunroom and could verify my claims. I intentionally and directly told Ms. Garrett that unless these individuals were called it would be a **"he say I say"** hearing. She both times told me that she had and would secure their attendance. At the hearing they were not there and it indeed was a **"he says I say"** event with me losing the battle. Ms. Garrett on her volition choose to exclude witnesses requested by me and very much needed for the board to make an intelligent and informed decision.

My appeal is based on the following

(1) Ethical Violation

The Board failed to perform its duties under the county ordinance. The Board is responsible to insure that all contractors adhere to the ethical rules of their profession. My appeal is simple - Is it ethical for a contractor to present to a consumer in the selling process a product (warranty) and then when it comes time to fulfill the product refuse? The Board used the weather condition and atmospheric conditions here in Florida as just cause for the contractor not to honor or be able to honor what he sold. Yet when the product was presented the presenter (contractor) fully aware of the above never eluded to such. So with this knowledge he could have stated and made such exclusion in the contract/warranty. So it again it is a question of ethics and one which the board has authority over and required to address. Is it ethical to present a product that from the beginning the contractor knows won't be fulfilled because of external circumstances but in its initial presentation to secure the sale deceive the consumer as to its enforcement of its product? That is the issue to which the Board refused to address. ETHICAL

(2) Poor Workmanship

The Board was presented pictures showing the current sunscreens and how the ones installed by the contractor could not be open without an insect infestation. The contractor admitted to repairing them and reinstalling them but the Board never questioned him on them. The pictures were clear and included a properly installed screen at my home so the Board had evidence to the contractor failure but refused to address it and Ms. Garrett the clerk refused to inform them of such although I requested such.

(3) Pass The Buck

The Board did not want to rule against the contractor because they are contractors themselves. In fact one board member a roofer stated how he only warrants his product for five years because of the weather condition here in Florida. Yet when I tried to present to him his own words he rejected the truth. He admitted that he sells the 10/20/30 year shingles but because of the atmospheric condition and weather condition germane to Florida the thirty year probably won't last as such. So I ask why sell a product with a warranty that is sure to fail? This board member on the record openly admitted that a life time warranty on such was ludicrous and should never be issued. If that is true then one have to see that this contractor presentation of such to me was to deceive the consumer - me and the consumer - me purchased such in belief that I had such but did not and this Board will not help or assist. So question then I **"Why have a board that will not insure that the contractors licensed in Escambia County maintains an ethical standard of truth, honesty and fulfillment of what they sell or service?"**

MS. GARRETT

Ms. Garrett intentionally withheld two witnesses presence at the Show Cause Hearing. I personally gave her their names and addresses and specifically stated that they needed

to be presence to support my allegations and establish a time line of the complaints. I further told her without them it would end up being a "me against him" and the Board would ultimately rule in his favor. She stated that she would insure that they were there and never once told or indicated to me a change in that decision. I personally met with her the week after Christmas and asked again about their appearance and again was told by Ms. Garrett that she had notified them. It is without a doubt if Mack the Vice President of the company at the time and party to the initial contract and the presentation of the importance of the warranty and its sale and Ray the current salesman who took the complaint and problems and who physically saw the roof as well as the installer of the screens, a different story would have been written. It is and was Ms. Garrett intention to insure a favorable decision for Horizon or to hurt me because of my insistent behavior in this matter.

I now appeal to this Board to allow me to personally address the Commission and present my case and at its conclusion order that it be referred back to the Competency Board for a Hearing on the question of Ethics or in in the alternative rule that the contractor fulfill its contractual obligation to me.

Respectfully submitted;

A handwritten signature in cursive script, appearing to read "Dr. Gabrieli A. Davis".

Dr. Gabrieli A. Davis

ESCAMBIA COUNTY BUILDING INSPECTIONS DEPARTMENT



DIVISION OF LICENSE/UNLICENSED CONTRACTING

CASE DOCUMENTATION



LICENSING COMPLAINT: HORIZONS SUNROOMS & SPA

Complaint forwarded for Competency Board Review.

SIGNATURE: _____


ROBERT KYLES #984



RECEIVED



Escambia County Building Inspections Division
3363 West Park Place
Pensacola, FL 32505
Telephone: (850) 595-3550 - Facsimile (850) 595-3404
On the Web: www.myescambia.com

SEP 26 2013

LICENSING & INVESTIGATIONS

COMPLAINT FORM

DATE 9-26-13

TIME 1:41 pm

<input type="checkbox"/> Telephone/Voice Mail	<input type="checkbox"/> Voice Mail	<input checked="" type="checkbox"/> In Person	<input type="checkbox"/> Email
LICENSED CONTRACTOR COMPLAINT	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN
UNLICENSED CONTRACTOR COMPLAINT	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN

COMPLAINANT INFORMATION

YOUR NAME: DR. GABRIEL A. DAVIS
ADDRESS: 6020 SONGBERG DRIVE
PENSACOLA FL

TELEPHONE: 850-478-5307 CELL PHONE: 850 602-1087
BUSINESS: 850-637-9580 EMAIL: gtlcbcandrea@aol.com

I am complaining in my capacity as: ☒ Homeowner ☐ Property Owner
☐ Realtor ☐ Other

SUBJECT OF COMPLAINT

NAME: DAVID RADLEMAKER
d/b/a: HORIZON SUNROOMS & SPAS INC
ADDRESS: 1257 W. NINE MILE ROAD
PENSACOLA, FL 32534

TELEPHONE: (850) 969-0897 CELL PHONE: (850) 525-0181
CONTRACTOR LICENSE NO. (if known) _____

SCOPE OF WORK PERFORMED

<input checked="" type="checkbox"/> BUILDING	<input type="checkbox"/> ALTERATION	<input type="checkbox"/> MECHANICAL	<input checked="" type="checkbox"/> ROOFING
<input type="checkbox"/> ELECTRICAL	<input type="checkbox"/> PLUMBING	<input type="checkbox"/> GAS	<input type="checkbox"/> OTHER

LICENSING & INVESTIGATIONS

DESCRIBE WORK PERFORMED: Built A SunRoom 400 x 31
with A Lifetime Warranty on Roof & Screens & Building

- Problems
- ① The Roof is LEAKING IN NUMEROUS OF PLACES
 - ② The Front Door won't close without assistance
 - ③ The SCREEN WAS REPLACED with the wrong SCREEN and
SEVERAL NEED NEW SCREENS
 - ④ SENT WORKER to Repair but REPAIRED partially and that
wasn't completed And He NEVER RETURNED.

Select the category(s) below that best describe your basic complaint:

- ☒ Poor workmanship
- ☐ Liens filed against property
- ☐ Job finished, will not correct problems
- ☐ Job abandoned, work partially completed
- ☐ Work not permitted or inspected
- ☐ Unlicensed contractor (wasn't licensed by State of Florida or Escambia County)

IF YOUR COMPLAINT IS RELATED TO UNLICENSED ACTIVITY, PLEASE COMPLETE THE QUESTIONS BELOW.

Please answer the following questions.

1. Have you filed a complaint with any other agency?
☐ yes ☐ no
(If so, please provide name of the agency.) _____
2. If necessary, are you willing to go to criminal court and testify under oath in this case?
☐ yes ☐ no

I AFFIRM THAT INFORMATION PROVIDED BY ME ABOVE IS COMPLETE AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE. WHOSOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OFFICIAL DUTY, SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE (F.S. 837.08).

Mr. Gabriel A. Davis
COMPLAINANT SIGNATURE

DR. GABRIEL A. DAVIS
Printed Name of Complainant

9-26-13
DATE

LICENSING & INVESTIGATIONS

Building Permit ID: 98051287



Menu



Help



Go To

Summary

Permit

Activities (0)

Activity Summary (6)

Address (1)

Addtl Info

Description of Work: [DAVIS TO BURGESS T/L THEN AT SONGBIRD T/R HSE ON R NEW PATIO ENCLOSURE](#)

Condition Status:	Condition Name	Status	Apply Date
-------------------	----------------	--------	------------

Application Detail: [Detail](#)Application Type: [Building/Residential/Accessory/Na](#)Address: [6020 SONGBIRD DR](#)

Owner Name:

Owner Address:

Application Name: [Patio Cover](#)

Application Comments:	View ID	Comment	Date
-----------------------	---------	---------	------

Application Spec Info.:

PROJECT INFORMATION

RESIDENTIAL	Patio Cover
ACCESSORY	
APPLICATION	
CATEGORY:	

MASTER NUMBER: —

Project Name: —

GENERAL

Construction Type: —

Job Cost: [4,300](#)# of Units: [1](#)Square Footage Under Roof: [434](#)Total Square Footage: [434](#)

Total Length:

Septic Tank:

Sewer:

Existing:

ECUA Sewer Tap Number: —

EHD Septic Tank Approval: —

Name of Storm: —

CO / COC COMPLETION CHECKLIST

All Re-inspection Fees —

Paid:

Final Flood Elev. Cert.
(If NOT 'X' Zone): —Final Termite
Certificate: —

Recorded NOC: —

Comments:: —

Application Spec Info. Table: BUILDING DIMENSIONS

Length	Width	Height
14	31	7

Total Fee Assessed: [\\$126.33](#)Total Fee Invoiced: [\\$126.33](#)Balance: [\\$0.00](#)Job Value: [\\$0.00](#)Parcel No.: [281S303400006001](#)

Contact Info:	Name	Organization Name	Contact Type	Relationship	Address
	DAVIS GABRIELLI A & VICKI K	—	APPLICANT		6020 SONGBIRD DR, PENSACOLA, FL

Licensed Professionals Info.:	Primary	License Number	License Type	Name	Business Name
	Yes	SS0017	Special Struct	DAVID GERARD RADEMACHER	HORIZON SUNROOMS & SPAS INC

File Date: [05/13/1998](#)

Structure:

Workflow Status:	Task	Status	Status Date	Action By
	Application Submittal			
	Plan Intake	Approved	05/18/1998	lalow
	Building Review	Approved	05/18/1998	lalow lalow
	Land Use Review			
	Permit Issuance	Issued	05/18/1998	convert convert
	Inspection			
	Certificate Issuance			
	Closure			

Adhoc Task Status:

Task	Status	Status Date	Action By
Tracking #:	98051287		
Application Status:	Expired		

License ID: COM130900019



Menu



Help



Go To

Summary

CAP

Activities (0)

Activity Summary (1)

Address (1)

Addtl Info

Description of Work:

Condition Status: Condition Name

Status:

Application Detail: [Detail](#)Application Type: [Licenses/Complaints/NA/NA](#)Address: [6020 SONGBIRD DR, PENSACOLA, FL](#)

Owner Name:

Owner Address:

Application Name:

Application Comments:	View ID	Comment	Date
-----------------------	---------	---------	------

Application Spec Info.:

NATURE OF COMPLAINT

Complaint:	—
Plumbing:	
Building:	<input checked="" type="checkbox"/>
Roofing:	
Electric:	
All:	
Mechanical:	
Other:	—

COMPLAINANT

Complainant Name:	GABRIELI DAVIS
Zip Code:	—
Address:	6020 SONGBIRD DR
Phone Number:	—
City:	PENSACOLA
Cell Number:	—
State:	FL

VIOLATORS

Violators Name:	DAVID RADEMACHER
Violation Location:	—
Cell Number:	—
Address:	1257 W NINE MILE RD
Work Number:	850-969-0697

City: PENSACOLA
Social Security
Number:
Driver License
Expiration: —
Date of Birth: —
State: —
Driver License
Number: —
Ethnicity: —
Height: —
Weight: —
Zip Code: —
Doing Business As
(DBA): HORIZON SUNROOMS
Home Phone: —
Miscellaneous Info: —

WITNESS

Witness Name: —
Home Phone: —
Address: —
Cell Number: —
City: —
Work Number: —
State: —
Date of Birth: —
Zip Code: —
Driver's License #: —

CASE CHECKLIST






Complaint Affidavit: —
Estimate/Proposal: —
Pictures: —
Receipt of Payment: —
Copy of Contract: —
Other: —

Application Spec Info. Table:

Total Fee Assessed: \$0.00

Total Fee Invoiced: \$0.00

 Menu
  Search
  New
  GIS
  Reports
  Help
 My QuickQueries --Select-- Mod

<input type="checkbox"/>	<u>Application No</u>	<u>Application Type</u>	<u>Status</u>	<u>Number</u>	<u>Direction</u>	<u>Street Name</u>
<input type="checkbox"/>	<u>COM130900019</u>	Licenses/Complaints/NA/NA		6020		SONGBIRD
<input type="checkbox"/>	<u>BD130502739</u>	Building/Residential/Alteration/Na	Issued 05/2013	6020		SONGBIRD
<input type="checkbox"/>	<u>ME130403480</u>	Building/Services/Residential/Mechanical	Passed	6020		SONGBIRD
<input type="checkbox"/>	<u>CE090500542</u>	Enforce/Zoning/NA/NA	Lien	6020		SONGBIRD
<input type="checkbox"/>	<u>CE090100223</u>	Enforce/Nuisance/NA/NA	Closed	6020		SONGBIRD
<input type="checkbox"/>	<u>98051287</u>	Building/Residential/Accessory/Na	Expired	6020		SONGBIRD
<input type="checkbox"/>	<u>93051337</u>	Building/Services/Commercial/Mechanical	Closed	6020		SONGBIRD
<input type="checkbox"/>	<u>93051097</u>	Building/Services/Commercial/Electrical	Closed	6020		SONGBIRD
<input type="checkbox"/>	<u>93048918</u>	Building/Services/Commercial/Electrical	Closed	6020		SONGBIRD
<input type="checkbox"/>	<u>93048588</u>	Building/Services/Commercial/Plumbing	Closed	6020		SONGBIRD
<input type="checkbox"/>	<u>93048589</u>	Building/Services/Commercial/Gas	Closed	6020		SONGBIRD
<input type="checkbox"/>	<u>93046066</u>	Building/Residential/Miscellaneous/Na	Closed	6020		SONGBIRD
<input type="checkbox"/>	<u>93046071</u>	Building/Residential/Miscellaneous/Na	Closed	6020		SONGBIRD

David Rademacher
Horizon Sunrooms
1257 W Nine mile Rd
Pensacola, FL 32534
850-969-0697

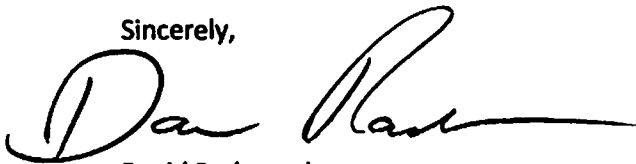
Board of County Commissioners
Escambia County, Florida

Mr. John Mathews,

This letter is in reference to notice of complaint no. MP0268. After receiving this letter I called the building department and talked to Sue Garrett. She informed me that it stated that I was contacted and talked at length about this complaint. This is a TOTAL LIE!! Nobody ever called me on this matter. Horizon sold Mr. Davis a sunroom on 4/17/1998. He was given a manufacturer warranty which is for materials only. I have enclosed said warranty. Our labor warranty is for one year. This dispute between Mr. Davis and Horizon is about service. Horizon preformed 2 hours of service and was not paid. Mr. Davis wanted additional service but was refused due to lack of payment from the first service call. We charge by the hour for service. I am still trying to figure out why a hearing is scheduled. The job was permitted back in 1998 and passed all inspections. If you had reviewed my license you would have discovered that Horizon has been contracting in Escambia County since 1995 without incident. That is almost 20 years without a single complaint. If someone had called me I would have faxed the warranty and this matter would be closed.

I respectfully request that this hearing be cancelled due to this dispute has nothing to do with the Escambia County Building Department.

Sincerely,



David Rademacher
President

RECEIVED
DEC 10 2013
CONTRACTOR
COMPETENCY BOARD



TRANSFERABLE LIFETIME FACTORY WARRANTY

Temo, Inc. makes the following warranty on its Temo Country Room Enclosure to the owner of the premises on which the patio enclosure was originally installed.

- We warrant the material to be free from defects and that under normal use and service the aluminum frames will not blister, pit or peel for the life of the purchaser.
- We warrant all other hardware and weatherstrip used in the manufacture of the enclosure windows to be free of defects and that under normal use will not fail and render the enclosure windows unservicable for the life of the purchaser.
- We warrant the roof panels and polymer wall panels to be free from defects and that under normal use and building practices will not delaminate for a period of twenty (20) years from date of purchase.

100% of the cost of material for warranty replacement will be assumed by Temo, Inc. Replacement parts supplied under this warranty are warranted for the life of the purchaser. If the part or component of the enclosure originally installed is no longer available and Temo, Inc. decides to provide replacement, we reserve the right to substitute such part or component designated by us to be of equal price and/or quality.

The above warranties are extended to the original purchaser of Temo Country Room Enclosure. This warranty is transferable to a succeeding purchaser of the residence on which the enclosure was originally installed. The warranty can be transferred by completing the attached Warranty Transfer Card and sending it along with a transfer fee of \$100.00 to Temo, Inc., 20400 Hall Rd., Clinton Twp., MI 48038.

The painted aluminum and exterior laminate will maintain most of its manufacturers color, however, atmospheric conditions and sun exposure may cause discoloring not covered under this warranty. In the case of a hardboard exterior finish the paint is warranted for a period of five (5) years. Repainting may be required after that period of time and can be accomplished with the use of an ordinary exterior house paint.

Condensation of the glass and non-thermally broken aluminum is a natural result of humidity within the home and/or changes in the interior and exterior temperatures, and does not indicate a defect and would not be included in this warranty.

Any defect or difficulty with the enclosure resulting from installation, or sizes manufactured outside our published load and size limitations or accessory products not manufactured by Temo, Inc. (i.e., insulated glass, skylites, etc.) which caused the defects to occur are not covered by this warranty.

In the event of a failure of material or workmanship covered by the warranty, notify in writing the authorized Temo Country Room dealer from whom you purchased the enclosure or to Temo, Inc., 20400 Hall Rd., Clinton Twp., MI 48038. You may be asked to return the failed part prepaid to our factory for inspection prior to new parts replacement. When not practical, we reserve the right to have a factory or dealer representative make an on-site inspection.

The sole responsibility of Temo, Inc. under this warranty is stated herein, and it shall not be liable for consequential, indirect or incidental damages or for any amount in excess of its price for the shipment involved, whether the claim is for breach of warranty or negligence. Some states do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Please detach the Warranty Registration Card within 60 days of purchase to obtain warranty coverage. The return of the Owner Registration Card is a condition precedent to warranty coverage.

ESCAMBIA COUNTY **B**UILDING **I**NSPECTIONS **D**EPARTMENT



DIVISION OF LICENSE/UNLICENSED CONTRACTING

CASE DOCUMENTATION



CONTRACTOR COMPLAINT ICO HORIZON SUNROOMS

Case # COM130900019

ADDRESS: 6020 SONGBIRD DR., PENSACOLA, FL 32503

9/26/13 THIS INVESTIGATOR RECEIVED A LICENSING COMPLAINT AGAINST HORIZON SUNROOMS & SPA, INC. I CONTACT MR RADEMACHER TO MAKE HIM AWARE THAT A COMPLAINT HAD BEEN FILED AGAINST HIM. MR RADEMACHER STATED HE KNEW THE COMPLAINANT AND STRONGLY FELT THAT HIS COMPANY OWED THE COMPLAINANT NOTHING. COMPLAINT WAS FORWARDED FOR COMPETENCY BOARD REVIEW ON THIS DATE.

SIGNATURE: _____

A handwritten signature in blue ink, appearing to be "R. Kyles", is written over a horizontal line.

ROBERT KYLES #984

ESCAMBIA COUNTY **B**UILDING **I**NSPECTIONS **D**EPARTMENT



DIVISION OF LICENSE/UNLICENSED CONTRACTING

CASE DOCUMENTATION

Case # COM130900019



Contractor: HORIZON SUNROOMS & SPA INC/SS0017

ADDRESS: 6020 SONGBIRD DR., PENSACOLA, FL 32503

12/9/13 Mr. Hall/800-344-8366 ext 5007 states that Transferable Lifetime Factory Warranty is applicable if original owner is moving and is not applicable in this case. TEMO will warranty parts for the sunroom but not worn sealants.

SIGNATURE: _____

A handwritten signature in blue ink, appearing to be "R. Kyles", is written over a horizontal line.

ROBERT KYLES #984

HORIZON SUNROOMS & SPAS, INC

1257 W. MILE ROAD ◊ PENSACOLA, FL 32534 ◊ 850-969-069

LIFETIME GLASS & SCREEN WARRANTY

Horizon warrants to its original customer against breakage of glass and damage to screens for the life of the Horizon enclosure. Any broken sash from said enclosure or torn screen brought to the Horizon office by the original purchaser, will be replaced free of charge. This warranty covers glass breakage and screen damage due to any circumstance, other than, damage occurring through storm, fire, or other acts of nature.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS

Claims made pursuant to this warranty must be submitted in writing by the original purchaser, and no action, at law or in equity, may be commenced more than (6) months after the defect was or should have been disclosed.

CUSTOMER MUST BRING SASH OR SCREEN TO HORIZON FOR REPAIR OR REPLACEMENT

Exclusions:

- (1) Any custom or specialty glass weather removable or not.
- (2) Aluminum frames are covered under Manufacturers Warranty.
- (3) Service charges will apply if IN HOME SERVICE is requested or required.

RECEIVED

NOV 06 2013

CONTRACTOR

COMPETENCY BOARD

11-6-13
Notified H/O Davis
that would most
likely be Jan
mtg for hys

11-6-13
Sued for
\$1630

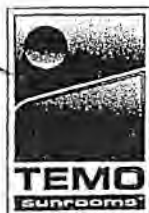
Sum Clms Hanged
for 30 days
\$2500 for arbitration

RECEIVED

NOV 9 2013

OR

BOARD



TRANSFERABLE LIFETIME FACTORY WARRANTY

Temo, Inc. makes the following warranty on its Temo Country Room Enclosure to the owner of the premises on which the patio enclosure was originally installed.

- We warrant the material to be free from defects and that under normal use and service the aluminum frames will not blister, pit or peel for the life of the purchaser.
- We warrant all other hardware and weatherstrip used in the manufacture of the enclosure windows to be free of defects and that under normal use will not fail and render the enclosure windows unserviceable for the life of the purchaser.
- We warrant the roof panels and polymer wall panels to be free from defects and that under normal use and building practices will not delaminate for a period of twenty (20) years from date of purchase.

100% of the cost of material for warranty replacement will be assumed by Temo, Inc. Replacement parts supplied under this warranty are warranted for the life of the purchaser. If the part or component of the enclosure originally installed is no longer available and Temo, Inc. decides to provide replacement, we reserve the right to substitute such part or component designated by us to be of equal price and/or quality.

The above warranties are extended to the original purchaser of Temo Country Room Enclosure. This warranty is transferable to a succeeding purchaser of the residence on which the enclosure was originally installed. The warranty can be transferred by completing the attached Warranty Transfer Card and sending it along with a transfer fee of \$100.00 to Temo, Inc., 20400 Hall Rd., Clinton Twp., MI 48038.

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Condensation of the glass and non-thermally broken aluminum is a natural result of humidity within the home and/or changes in the interior and exterior temperatures, and does not indicate a defect and would not be included in this warranty.

Any defect or difficulty with the enclosure resulting from installation, or sizes manufactured outside our published load and size limitations or accessory products not manufactured by Temo, Inc. (i.e., insulated glass, skylites, etc.) which caused the defects to occur are not covered by this warranty.

In the event of a failure of material or workmanship covered by the warranty, notify in writing the authorized Temo Country Room dealer from whom you purchased the enclosure or to Temo, Inc., 20400 Hall Rd., Clinton Twp., MI 48038. You may be asked to return the failed part prepaid to our factory for inspection prior to new parts replacement. When not practical, we reserve the right to have a factory or dealer representative make an on-site inspection.

The sole responsibility of Temo, Inc. under this warranty is stated herein, and it shall not be liable for consequential, indirect or incidental damages or for any amount in excess of its price for the shipment involved, whether the claim is for breach of warranty or negligence. Some states do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Please detach the Warranty Registration Card within 60 days of purchase to obtain warranty coverage. The return of the Owner Registration Card is a condition precedent to warranty coverage.

WT-1

BOARD OF COUNTY COMMISSIONERS,
ESCAMBIA COUNTY FLORIDA

GABRIELI A DAVIS,
Complainant,

Complaint No.: COM130900019

v.

ESCAMBIA COUNTY,
CONTRACTOR COMPETENCY
BOARD,

Respondent.

**CONTRACTOR COMPETENCY BOARD'S RESPONSE TO
COMPLAINANT'S REQUEST FOR REVIEW**

COMES NOW, the Respondent, Escambia County, Contractor Competency Board by and through its undersigned counsel, and responds to the Complainant's Request for Review as follows:

BACKGROUND

On September 26, 2013, Gabrieli A. Davis submitted a Complaint Form to the Escambia County Building Inspection Division. The subject of Mr. Davis' complaint was David Rademacher d/b/a Horizon Sunrooms & Spa, Inc. On the Complaint Form, Mr. Davis indicated that Mr. Rademacher built a sunroom with a lifetime warranty on the roof, sunscreens, and building. The sunroom was built in 1998. Mr. Davis listed four problems with respect to the sunroom: 1) a roof leaking in numerous places 2) a front door that would not close without assistance 3) a screen that was replaced with an improper screen and several new screens needed, and 4) a worker completed partial repairs and never returned. Mr. Davis selected the category that best described his basic complaint as "poor workmanship." (See Complaint Form, marked Exhibit A). Mr. Davis' Complaint was assigned to the Building Code Enforcement Division for investigation.

Mr. Davis' complaint was scheduled on the Contractor Competency Board's (hereafter the Board) agenda for its November 6, 2013 meeting. The matter was postponed due to civil litigation. The case was rescheduled for the Board's December 11, 2013 meeting, where it was continued to the Board's next meeting to be held in January 2014. On January 8, 2014, the Board held a show cause hearing on Mr. Davis' complaint. The Board heard testimony from the parties and the Board's staff. Following the hearing, the Board determined that there was insufficient cause to pursue disciplinary action against Mr. Rademacher's certificate of competency based upon the facts alleged, and dismissed Mr. Davis' complaint. On January 10, 2014, Mr. Davis filed a request for review of the Board's decision pursuant to Chapter 18, Section 18-59, of the Escambia County Code of Ordinances.

ARGUMENT

I. Standard for Review

The standard to be applied by the Circuit Court when reviewing a decision of a local enforcement board on appeal is whether the Board has afforded due process, observed the essential requirements of law, and based its decision on competent and substantial evidence. City of Deerfield Beach v. Vaillant, 419 So. 2d 624 (Fla. 1982). See also Orange County v. Butler, 877 So. 2d 810, 813 (Fla. 5th DCA 2004) (holding that a local government's quasi-judicial decision must be upheld if there is any competent, substantial evidence supporting it); citing Eckler v. Orange County, 763 So. 2d 545 (Fla. 5th DCA 2000) (holding that a quasi-judicial determination by a local government should be upheld if any valid reason is supported by the record); See also Haines City Community Development v. Heggs, 658 So. 2d 523 (Fla. 1995). Since the Circuit Court would apply the three-pronged standard above on review, the Board submits that the same standard should be applied by the Board of County Commissioners in the instant case.

The First prong of the analysis has been satisfied in that all parties were duly noticed for the proceedings and afforded the opportunity to be heard by the Board as to all material issues. Mr. Davis has alleged that he was promised and then denied the

opportunity to call witnesses. These allegations are denied. Furthermore, disciplinary cases are presented to the Board by the Board's administrative staff as required by Section 162.07(2), Florida Statutes. Moreover, the Board is required to take testimony from the code inspector (here the Building Inspection Department's staff) and the alleged violator, as provided by Section 162.07(3), Florida Statutes. There is no provision in Florida Statutes or the Escambia County Code of Ordinances which allows a complainant to call its own witnesses or determine which witnesses will be presented to the Board by staff. As in any prosecutorial proceeding, staff has the authority to call whatever witnesses may be necessary for the successful prosecution of its case, if such a case exists. Here, staff determined that Mr. Davis' complaints of poor workmanship lacked merit and recommended dismissal as will be further explained below.

As to the remaining prongs of the analysis, the Supreme Court of Florida has defined competent and substantial evidence as evidence that is "sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached." Arbor Tree Management, Inc. v. Florida Unemployment Appeals Com'n, 69 So. 3d 376, 380, (Fla. 1st DCA 2011); citing De Groot v. Sheffield, 95 So. 2d 912, 916 (Fla. 1957). Thus, based upon the foregoing case law, the Board submits that the Board of County Commissioners should affirm its decision to dismiss Mr. Davis' complaint unless it is determined that no reasonable mind could reach the same conclusion based upon the evidence presented.

II. Ethics and Warranties

Mr. Davis has alleged that the Board failed to perform its duties to ensure that a licensed contractor adheres to ethical standards by honoring a product warranty. Chapter 18, Section 18-56, Escambia County Code of Ordinances, authorizes the Board to perform the duties set forth in Section 18-58 of the code. Included in these duties is the responsibility to investigate complaints which establish probable cause to believe that a violation of the code has occurred. See Section 18-58(e), Escambia County Code of Ordinances. It is a violation of the code of ordinances for any contractor to fail to honor a warranty. See Section 18-37(d)(13)(a), Escambia County

Code of Ordinances. However, based upon the evidence presented, the Board determined that there was not probable cause to believe that the contractor was in fact failing to honor his warranty.

The instant case involves two warranties, a transferable lifetime factory warranty issued by TEMO Sunrooms, and a lifetime glass & screen warranty issued by Horizon Sunrooms & Spas, Inc. (See attached Exhibits B and C) The TEMO warranty does not provide for labor and extends only to materials, hardware, and weatherstrip [*sic*] used in the manufacture of enclosure windows, as well as roof and wall panels. (See attached Exhibit B) The roof and wall panels of the structure are guaranteed for a period of 20 years from the date of purchase. The warranty issued by Horizon Sunrooms & Spas, Inc. related to only glass and screens and contained certain exclusions.

During the Board's show cause hearing held January 8, 2014, the Board took testimony from the complainant, Mr. Davis, the contractor, Mr. Rademacher, and county staff from the Building Inspection Department. Mr. Davis testified regarding his leaking roof, damaged screen, and malfunctioning front door. Mr. Rademacher testified that his company made two service calls at the complainant's residence, but was not paid for the two visits. Mr. Rademacher testified that he would provide service, including applicable warranty work, but he would not continue to provide service without first receiving payment for previous service calls. Mr. Rademacher also submitted a written letter to the Board expressing that he had not been paid for previous service, which is included in the record of the proceedings. Staff testified that it had verified with TEMO Sunrooms that it would in fact honor its warranty related to materials used to build the structure to the sunroom in question, but would not cover any sealant related issues.

Based upon the foregoing testimony, and the documentary evidence in the record, the Board determined that there was no probable cause to believe that the contractor was refusing to honor his warranty. Rather, the underlying dispute was a civil matter related to lack of payment. The Board is not authorized to resolve civil disputes, nor is the Board empowered to act as intermediate between a warranty company (in this case TEMO) and a homeowner to identify the cause or source of product failures and order the company to provide coverage. Therefore, the Board determined that the

complainant's claims relating to failure to honor a warranty should be dismissed as there was insufficient evidence to establish that a violation of the code of ordinances had occurred.

III. Allegations of Poor Workmanship

Mr. Davis has alleged that the Board refused to address evidence of a contractor's poor workmanship. As indicated above, disciplinary cases are prosecuted by the Board's administrative staff pursuant to Section 162.07(2), Florida Statutes. During the show cause hearing on Mr. Davis' complaint, Staff advised the Board that it could not prove a violation of the code based upon poor workmanship due to the age of the structure in question.

County records indicate, and the parties' testimony confirmed, that the sunroom in question was built in 1998. The structure in question has been through several hurricanes and other weather conditions since it was built. Therefore, Staff concluded that it would be unable to establish a causal connection between the work performed in 1998 and any current faults with the structure. Additionally, it was noted that the contractor obtained a permit to build the structure and requested a final inspection of the structure upon completion.

Based upon Staff's representations that no violation could be proven, there was no basis for the Board to pursue disciplinary action related to poor workmanship. Further, the Board, utilizing its own knowledge of the construction industry, deduced that the types of issues Mr. Davis complained of often result over time from failures in sealants, caulking, or similar materials which must be maintained and/or replaced every five years, and are not indicative of a lack of quality in the initial workmanship. The Board also noted that there was not a warranty in place to cover these types of materials against failure from 1998 to the present.

CONCLUSION

The Board's decision to dismiss Mr. Davis' complaint was based on competent and substantial evidence in the record that no violation occurred and that no disciplinary action was warranted. The Board respectfully requests that the Board of County Commissioners affirm the ruling of the Contractor Competency Board and require no further action in this matter.

Respectfully submitted,

John Matthews, Vice Chairman
Escambia County Contractor Competency
Board

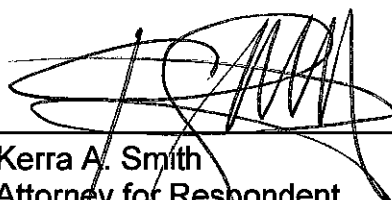
By:



Kerra A. Smith, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Pl, Ste 430, Pensacola, FL 32502
Phone: (850) 595-4970
Fax: (850) 595-4979
Florida Bar Number 0028485
kasmith1@myescambia.com
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Response to Complainant's Request for Review was served via U.S. Mail to Gabrieli A. Davis, 6020 Songbird Drive, Pensacola, Florida 32503, and David Rademacher, Horizon Sunrooms, 1257 W Nine Mile Road, Pensacola, Florida 32534, on January 27, 2014.



Kerra A. Smith
Attorney for Respondent



Escambia County Building Inspections Division
3363 West Park Place
Pensacola, FL 32505
Telephone: (850) 595-3550 - Facsimile (850) 595-3464
On the Web: www.myescambia.com

RECEIVED

SEP 26 2013

COMPLAINT FORM

DATE 9-26-13

TIME 1:41 pm

<input type="checkbox"/> Telephone/Voice Mail	<input type="checkbox"/> Voice Mail	<input checked="" type="checkbox"/> In Person	<input type="checkbox"/> Email
LICENSED CONTRACTOR COMPLAINT	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN
UNLICENSED CONTRACTOR COMPLAINT	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN

COMPLAINANT INFORMATION

YOUR NAME: DR. GABRIEL A. DAVIS
ADDRESS: 6020 SONGBERA DRIVE
PENSACOLA FL

TELEPHONE: 850-478-5307 CELL PHONE: 850 602-1087
BUSINESS: 850-637-9580 EMAIL: gtlchr.andre@aol.com

I am complaining in my capacity as: ☒ Homeowner ☐ Property Owner
☐ Realtor ☐ Other

SUBJECT OF COMPLAINT

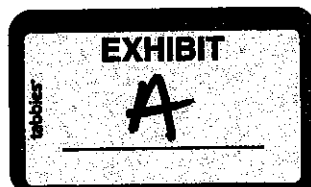
NAME: DAVID RADLEMACHER
d/b/a: HORIZON SUNROOMS & SPAS INC
ADDRESS: 1257 W. NINE MILE ROAD
PENSACOLA, FL 32534

TELEPHONE: (850) 969-0897 CELL PHONE: (850) 525-0181
CONTRACTOR LICENSE NO. (if known) _____

SCOPE OF WORK PERFORMED

<input checked="" type="checkbox"/> BUILDING	<input type="checkbox"/> ALTERATION	<input type="checkbox"/> MECHANICAL	<input checked="" type="checkbox"/> ROOFING
<input type="checkbox"/> ELECTRICAL	<input type="checkbox"/> PLUMBING	<input type="checkbox"/> GAS	<input type="checkbox"/> OTHER

LICENSING & INVESTIGATIONS



DESCRIBE WORK PERFORMED: Built A SunRoom 400 x 31
With A Lifetime Warranty On Roof & Screens & Building

- Problems
- ① The Roof is Leaking In Numerous of Places
 - ② The Front Door won't close without assistance
 - ③ The Screen was replaced with the wrong screen and several need new screens
 - ④ Sent worker to repair but repaired partially and that wasn't completed and he never returned.

Select the category(s) below that best describe your basic complaint:

- ☒ Poor workmanship
☐ Liens filed against property
☐ Job finished, will not correct problems
☐ Job abandoned, work partially completed
☐ Work not permitted or inspected
☐ Unlicensed contractor (wasn't licensed by State of Florida or Escambia County)

IF YOUR COMPLAINT IS RELATED TO UNLICENSED ACTIVITY, PLEASE COMPLETE THE QUESTIONS BELOW.

Please answer the following questions.

1. Have you filed a complaint with any other agency?
☐ yes ☐ no
(If so, please provide name of the agency.) _____
2. If necessary, are you willing to go to criminal court and testify under oath in this case?
☐ yes ☐ no

I AFFIRM THAT INFORMATION PROVIDED BY ME ABOVE IS COMPLETE AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE. WHOSOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OFFICIAL DUTY, SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE (F.S. 837.08).

Mr. Gabriel A. Davis
COMPLAINANT SIGNATURE

DR. GABRIEL A. DAVIS
Printed Name of Complainant

9-26-13
DATE

LICENSING & INVESTIGATIONS

RECEIVED

NOV 29 2013



TRANSFERABLE LIFETIME FACTORY WARRANTY

Temo, Inc. makes the following warranty on its Temo Country Room Enclosure to the owner of the premises on which the patio enclosure was originally installed.

- We warrant the material to be free from defects and that under normal use and service the aluminum frames will not blister, pit or peel for the life of the purchaser.
- We warrant all other hardware and weatherstrip used in the manufacture of the enclosure windows to be free of defects and that under normal use will not fail and render the enclosure windows unserviceable for the life of the purchaser.
- We warrant the roof panels and polymer wall panels to be free from defects and that under normal use and building practices will not delaminate for a period of twenty (20) years from date of purchase.

100% of the cost of material for warranty replacement will be assumed by Temo, Inc. Replacement parts supplied under this warranty are warranted for the life of the purchaser. If the part or component of the enclosure originally installed is no longer available and Temo, Inc. decides to provide replacement, we reserve the right to substitute such part or component designated by us to be of equal price and/or quality.

The above warranties are extended to the original purchaser of Temo Country Room Enclosure. This warranty is transferable to a succeeding purchaser of the residence on which the enclosure was originally installed. The warranty can be transferred by completing the attached Warranty Transfer Card and sending it along with a transfer fee of \$100.00 to Temo, Inc., 20400 Hall Rd., Clinton Twp., MI 48038.

The painted aluminum and exterior laminate will maintain most of its manufacturers color, however, atmospheric conditions and sun exposure may cause discoloring not covered under this warranty. In the case of a hardboard exterior finish the paint is warranted for a period of five (5) years. Repainting may be required after that period of time and can be accomplished with the use of an ordinary exterior house paint.

Condensation of the glass and non-thermally broken aluminum is a natural result of humidity within the home and/or changes in the interior and exterior temperatures, and does not indicate a defect and would not be included in this warranty.

Any defect or difficulty with the enclosure resulting from installation, or sizes manufactured outside our published load and size limitations or accessory products not manufactured by Temo, Inc. (i.e., insulated glass, skylites, etc.) which caused the defects to occur are not covered by this warranty.

In the event of a failure of material or workmanship covered by the warranty, notify in writing the authorized Temo Country Room dealer from whom you purchased the enclosure or to Temo, Inc., 20400 Hall Rd., Clinton Twp., MI 48038. You may be asked to return the failed part prepaid to our factory for inspection prior to new parts replacement. When not practical, we reserve the right to have a factory or dealer representative make an on-site inspection.

The sole responsibility of Temo, Inc. under this warranty is stated herein, and it shall not be liable for consequential, indirect or incidental damages or for any amount in excess of its price for the shipment involved, whether the claim is for breach of warranty or negligence. Some states do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Please detach the Warranty Registration Card within 60 days of purchase to obtain warranty coverage. The return of the Owner Registration Card is a condition precedent to warranty coverage.

WJ-1

tabbler
EXHIBIT
B

HORIZON SUNROOMS & SPAS, INC

1257 W. MILE ROAD ♦ PENSACOLA, FL 32534 ♦ 850-969-069

LIFETIME GLASS & SCREEN WARRANTY

Horizon warrants to its original customer against breakage of glass and damage to screens for the life of the Horizon enclosure. Any broken sash from said enclosure or torn screen brought to the Horizon office by the original purchaser, will be replaced free of charge. This warranty covers glass breakage and screen damage due to any circumstance, other than, damage occurring through storm, fire, or other acts of nature.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS

Claims made pursuant to this warranty must be submitted in writing by the original purchaser, and no action, at law or in equity, may be commenced more than (6) months after the defect was or should have been disclosed.

CUSTOMER MUST BRING SASH OR SCREEN TO HORIZON FOR REPAIR OR REPLACEMENT

Exclusions:

- (1) Any custom or specialty glass weather removable or not.
- (2) Aluminum frames are covered under Manufacturers Warranty.
- (3) Service charges will apply if IN HOME SERVICE is requested or required.

RECEIVED

NOV 06 2013

CONTRACTOR

11-6-13

Notified 4/10 Davis
that would most
likely be Jan

note for hwy

11-6-13

Good for

\$1650

Sam Clms charged
for 30 days
\$2500 for arbitration

EXHIBIT

tabbies

C



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5632

Public Hearings 14.

BCC Regular Meeting

Meeting Date: 02/06/2014

Issue: 5:34 p.m. Public Hearing - Permit Renewal - South Palafox Properties, LLC, d/b/a Rolling Hills C&D Recycling Center

From: Pat Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for South Palafox Properties, LLC, d/b/a Rolling Hills C&D Recycling Center.

Recommendation: That the Board take the following action concerning the Renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for South Palafox Properties, LLC, d/b/a Rolling Hills C&D Recycling Center, located at 6990 Rolling Hills Road, Pensacola, FL:

A. Ratify the scheduling and advertising of the 5:34 p.m. Public Hearing on February 6, 2014; and

B. Hold the Public Hearing and authorize the Renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for South Palafox Properties, LLC, d/b/a Rolling Hills C&D Recycling Center, located at 6990 Rolling Hills Road, Pensacola, Florida.

[Funding: Fund 401, Solid Waste, Account Number 343402]

BACKGROUND:

An application to renew a Permit to Construct and/or Operate a Construction and Demolition Debris Facility was submitted to the Solid Waste Management Department by South Palafox Properties, LLC d/b/a Rolling Hills C&D Recycling Center.

The Escambia County Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Department in order to operate an infill facility in Escambia County. The Department Director of Solid Waste Management has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit renewal is attached.

BUDGETARY IMPACT:

A Solid Waste Management Permit Application Fee of \$1,000.00 has been deposited into the Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the application for form and legal sufficiency by legal sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Ordinance 2006-24, enacted March 16, 2006, requires a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility.

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, a Permit shall be issued and distributed accordingly.

Attachments

Rolling Hills Permit Stmp.

Rolling Hills Permit Application



Solid Waste Management Department

13009 Beulah Road
Cantonment, FL 32533
Phone: 850.937.2160

Patrick T. Johnson, Department Director

Permit to Construct and/or Operate a Construction and Demolition Debris Facility

Permittee:	South Palafox Properties, LLC.
Facility Name:	Rolling Hills C&D Recycling Center
Facility Type:	Regional Infill Facility as Reclamation Activity for Borrow Pits Existing Prior to September 16, 2004
File Number:	2007-8-001CDD
Original Date of Issue:	August 16, 2007
Renewal Date:	February 6, 2014
Expiration Date:	February 5, 2015
Development Review #:	06061454
Date:	07/29/2007
Total Acreage of Facility:	145 Acres
Total Area Licensed for Disposal:	17 Acres

This permit is issued under the provision of Chapter 82, Article V. Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Division of Solid Waste Management, hereinafter called Department, and made a part hereof and specifically described as follows:

To construct and operate a Regional Construction and Demolition Debris disposal facility located on Rolling Hills Road, approximately 200 feet south of Kemp Road in Escambia County Florida. Total area of the facility is 145 acres, including 22 acres of closed disposal area and an active licensed disposal area of 17 acres available for use as a reclamation activity for a borrow pit existing prior to September 16, 2004. This facility shall be operated in accordance with the permit application dated January 16, 2014 and the general and specific conditions required by this permit.

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.
4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.
5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
 - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
 - c. Having access to and copying any records that must be kept under the conditions of this permit.
7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the

Department with the following information:

- a. A description of and cause of noncompliance, and
 - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
 9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
 10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.
 11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
 12. Permittee shall submit all comments or correspondence required by this permit to:

Patrick T. Johnson, Department Director
Escambia County
Solid Waste Management Department
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

Copy to:
Brent Schneider
Engineering and Environmental Quality Manager
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2179
E-mail bdschneider@myescambia.com

**Specific Permit Conditions – Regional Infill Facilities as Reclamation Activity
for Borrow Pits Existing Prior to September 16, 2004**

- 1. Facility Setback.**
Footprint setback shall be a minimum of 500 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Permittee may request a reduction in the facility setback through the Board of Adjustment (BOA).
- 2. Aerial and Vertical Height.**
Aerial and vertical operational height shall be governed by the ability to view from adjacent properties. At no time shall the working or operational height exceed the permitted height or be visible from beyond the property line including materials stored for future disposal or recycling. Section 82-226(1)c.
- 3. Fencing and Access Control.**
Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department.
- 4. Cover Material and Application**
Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (1)(c).
- 5. Operational Hours**
Operations are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. and Saturday 7:00 a.m. to 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4th.
- 6. Volume Reduction**
Volume reduction is encouraged and may be accomplished by means of chipping, shredding, or otherwise processing the debris. Section 82-226(1)e.
- 7. Active Disposal Area**
Construction and demolition debris facility "active areas" or "active licensed disposal areas" may not be within a regulatory floodplain or in areas not on the flood maps but known to be subject to flooding. Section 82-226(1)g.

8. **Dust Suppression.**
Active dust suppression is required to prevent dust migration off site. Section 82.227. (1)(d)
9. **Nuisance**
No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (1) (b).
10. **Queuing**
Queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited.
11. **Commercial General Liability Coverage**
The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 82-233.
12. **Litter, Sediment and Traffic Control; Road Maintenance.**
The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234. The Permittee shall notify the Department on any modification or change to the existing entrance or the installation of alternate entrances or exits prior to use.

Full road frontage of Rolling Hills Road between Hampton Road and Bedford Lane, to include 800' west on Kemp Road.
13. **Abatement Procedures**
Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.
14. **Required Reports**
Permittee shall submit semi-annual reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.
15. **Permit Renewals**
Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.
16. **Permittee shall comply with all Standard and Special Project Conditions stipulated in the Site Plan Development Order, dated June 27, 2007.**

The permanent Department identification for this facility is 2007-8-001CDD. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160

Weekends/Holidays: 850.937.2182

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By: _____

Title: ASST. COUNTY ATTORNEY

Date: JAN. 23, 2014

BOCC Authorization Date: _____

Permit Issue Date: February 6, 2014

Permit Expiration Date: February 5, 2015

Issuing Officer: Patrick T. Johnson, Department Director
Solid Waste Management Department

Signature

Date: _____



ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

APPLICATION FOR A PERMIT TO CONSTRUCT,
OPERATE, MODIFY OR CLOSE A
CONSTRUCTION AND DEMOLITION DEBRIS
OR LAND CLEARING DISPOSAL
MANAGEMENT FACILITY

April 13, 2006

Escambia County
Department of Solid Waste Management
APPLICATION FOR A PERMIT TO CONSTRUCT,
OPERATE, MODIFY OR CLOSE A C&DD WASTE MANAGEMENT FACILITY

A. GENERAL INFORMATION

1. Type of facility (check all that apply):

- ☒ Regional
- ☐ Rural
- ☒ Infill
- ☐ Transfer
- ☐ Land Clearing Debris (LCD)

2. Type of application:

- ☐ Construction
- ☒ Operation
- ☐ Construction/Operation
- ☐ Closure

3. Classification of application:

- | | |
|---|--|
| <input type="checkbox"/> New | <input type="checkbox"/> Substantial Modification |
| <input checked="" type="checkbox"/> Renewal | <input type="checkbox"/> Intermediate Modification |
| | <input type="checkbox"/> Minor Modification |

4. Facility name: Rolling Hills C&D Recycling Center

5. ID Number: NWD/17/0003133

6. Facility location (main entrance): 6990 Rolling Hills Road
Pensacola, Florida 32505

7. Location coordinates:

Section: 26 Township: 1S Range: 30W

Latitude: 30 ° 29 ' 17 " Longitude: 87 ° 16 ' 20 "

8. Applicant name (operating authority): _____

Mailing address: 6990 Rolling Hills Road, Pensacola, Escambia 32505
Street or P.O. Box City County Zip

Contact person: Charlie Davidson Telephone: (850) 477-2687

Title: Director Email: c.davidson@rolling hillscd.com

9. Authorized agent/consultant: Enviro-Pro-Tech, Inc.

Mailing address: 8 East Quintette Road, Cantonment, Escambia 32533
Street or P.O. Box City County Zip

Contact person: Barry Long Telephone: (850) 587-5588

Title: Professional Geologist Email: blong@eptpensacola.com

10. Landowner (if different than applicant): N/A

Mailing address: N/A
Street or P. O. Box City County Zip

Contact person: N/A Telephone: ()

Email: N/A

11. Date site will be ready to be inspected for completion: currently operating

12. Expected life of the facility: to be determined years

13. Estimated costs:

Total Construction: \$ N/A Closing Costs: \$ 640,740.45

14. Anticipated construction starting and completion dates:

From: N/A To: N/A

15. Expected volume or weight of waste to be received: 1,000 yds³/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:

attached

attached

attached

attached

2. Facility site supervisor: Kevin Parsley

Title: Director of Operations

Telephone: (850) 477-2667

Email: kevin@rollinghillscd.com

3. Disposal area: Total 145 acres; Used 22 acres; Available 17 acres

4. Security to prevent unauthorized use: ☒ Yes ☐ No

5. Charge for waste received: 4.25 \$/yds³ _____ \$/ton

6. Surrounding land use, zoning:

☒ Residential

☐ Industrial

☐ Agricultural

☐ None

☐ Commercial

☐ Other Describe: _____

7. Types of waste received:

☒ C & D debris

☒ Land Clearing Debris

8. Attendant: ☒ Yes ☐ No Trained operator: ☒ Yes ☐ No

9. Spotters: ☒ Yes ☐ No Number of spotters used: minimum 2

10. Site located in: ☐ Floodplain ☐ Wetlands ☒ Other upland

11. Property recorded as a Disposal Site in County Land Records: ☐ Yes
☒ No

12. Days of operation: 6

13. Hours of operation: M-F, 7-5, by appt

14. Days Working Face covered: Wkly

15. Elevation of water table: 58-65 Ft. (NGVD 1929)

16. Storm Water:

Collected: ☒ Yes ☐ No

Type of treatment: Retention

Name and Class of receiving water: N/A

17. Required submittals for issuance of permit.

- a. Boundary survey signed and seal by a registered Florida surveyor.
- b. Site Plan - Provide a site plan, at a scale not greater than 200 feet to the inch, which shows the facility location and identifies the proposed waste and final residue storage areas, total acreage of the site, and any other features which are relevant to the prohibitions or location restrictions such as water bodies or wetlands on or within 500 feet of the site, and potable water wells on or within 1000 feet of the site.
- c. Operational Plan - Provide an operation plan for the facility which includes: (1) a description of general facility operations, the number of personnel responsible for the operations including their respective job descriptions, and the types of equipment that will be used at the facility; (2) procedures to ensure any unauthorized wastes received at the site will be properly managed; (3) a contingency plan to cover operation interruptions and emergencies such as fires, explosions, or natural disasters; (4) procedures to ensure operational records needed for the facility will be adequately prepared and maintained; and (5) procedures to ensure that the wastes and final residue will be managed to not be expected to cause pollution.

18. Development Review Committee process completed.

☐ No ☒ Yes

Date: 6/27/07

Project Number: 06061454

19. Development Order issued.

☐ No ☒ Yes

Date: 6/27/07

C. CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER

1. Applicant:

The undersigned applicant or authorized representative of South Palafox
Properties is aware that statements made in this form and attached
information are an application for a C&D Debris Permit from
the Department of Solid Waste Management and certifies that the information in
this application is true, correct and complete to the best of his/her knowledge and
belief. Further, the undersigned agrees to comply with the provisions of County
Ordinance 2006-24 and all rules and regulations of the Department. It is
understood that the Permit is not transferable, and the Department will be notified
prior to the sale or legal transfer of the permitted facility.


Signature of Applicant or Agent

6990 Rolling Hills Road
Mailing Address

Charlie Davidson
Name and Title (please type)

Pensacola, Florida 32505
City, State, Zip Code

c.davidson@rollinghillscd.com
E-mail address (if available)

(850) 477-2687
Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or
corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under
Sections 403.707 and 403.7075, Florida Statutes):

This is to certify that the engineering features of this C & DD waste management
facility have been designed/examined by me and found to conform to
engineering principles applicable to such facilities. In my professional judgment,
this facility, when properly maintained and operated, will comply with all
applicable statutes of the State of Florida and rules of the Department. It is
agreed that the undersigned will provide the applicant with a set of instructions of
proper maintenance and operation of the facility.


Signature

8 E. Quintette Road
Mailing Address

Michael N. Keethler, P.E.
Name and Title (please type)

Cantonment, FL 32533
City, State, Zip Code

mkeethler@eptpensacola.com
Email Address (if applicable)

(850) 587-5588
Telephone Number

1-16-14
Date



Florida Registration Number
(Please affix seal)



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-5606

Clerk & Comptroller's Report 15. 1.

BCC Regular Meeting

Consent

Meeting Date: 02/06/2014

Issue: Acceptance of November 2013 TDT Collections

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collections Data

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the November 2013 returns received in the month of December 2013, as prepared by the Finance Department of the Clerk of Court and Comptroller's Office; this is the third month of collections for the Fiscal Year 2013-2014; total collections for the November 2013 returns was \$315,477.54; this is 7.18% less than the November 2012 returns; total collections year to date are 2.18% less than the comparable time frame in Fiscal Year 2012-2013.

Attachments

November 2013 TDT



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
DATE: January 13, 2014
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 November 2013 returns received in the month of December 2013, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the third month of collections for the fiscal year 2014.

- ✓ Total collected for the month of November 2013 returns was \$315,477.54. This is a 7.18% decrease over the November 2012 returns.
- ✓ Total collections year to date are 2.18% less than the comparable time frame in Fiscal Year 2013.

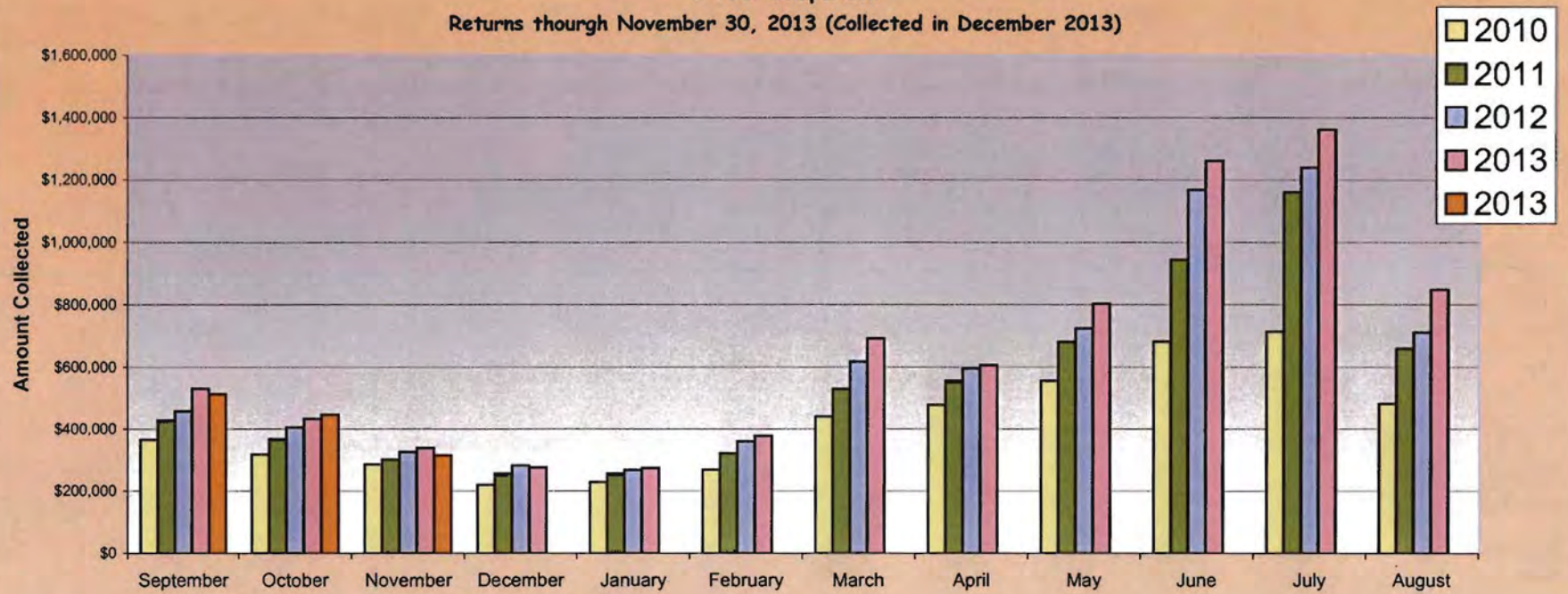
Please feel free to call me if you have any questions.

PC/lh

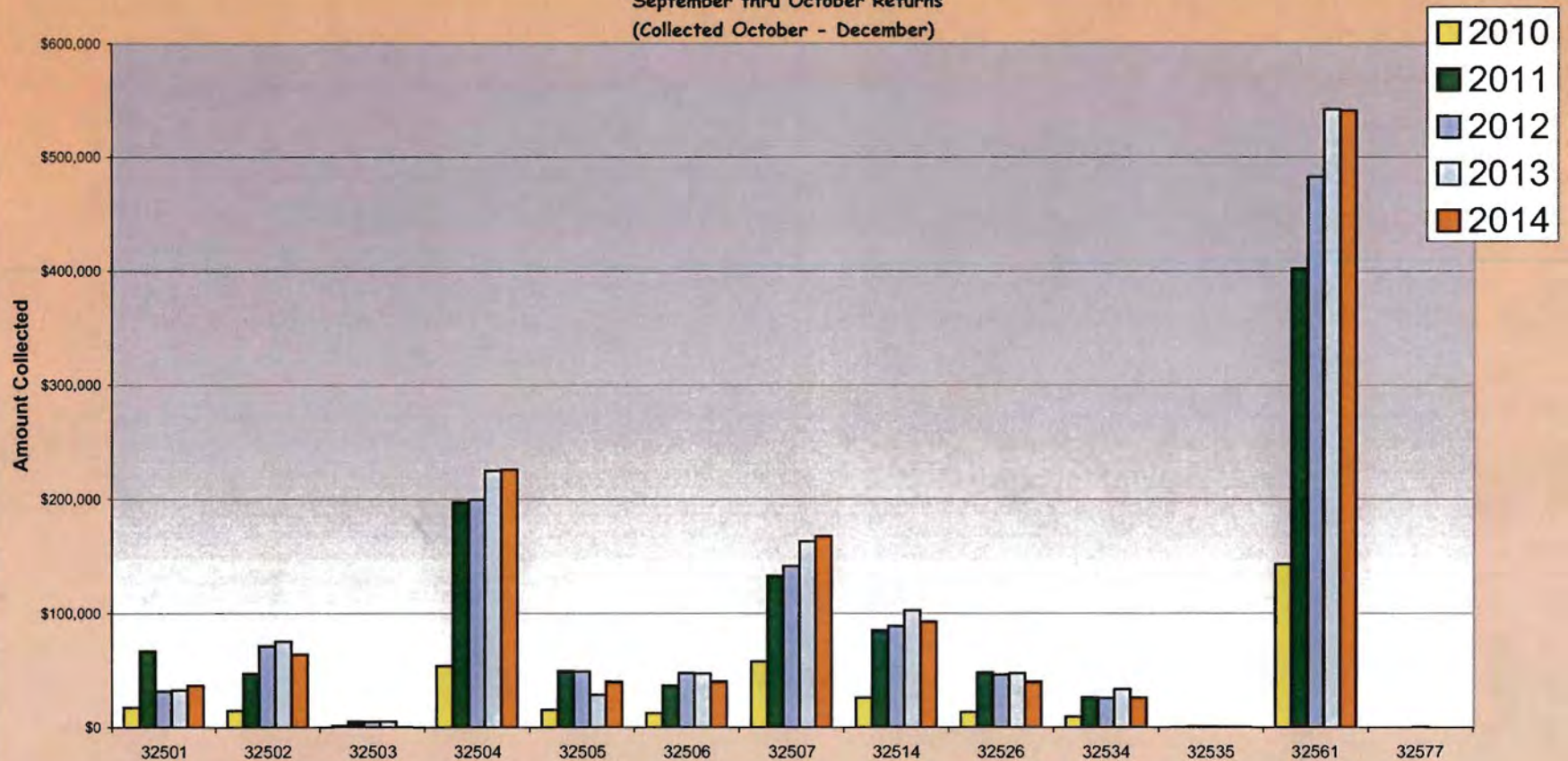
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF DECEMBER 2013

Zip Code	Fiscal Year 2014 YTD Collected	Fiscal Year 2013 YTD Collected	Difference	% Change
32501	37,057	32,975	4,082	12%
32502	64,033	75,434	(11,401)	-15%
32503	539	5,249	(4,710)	-90%
32504	226,069	225,154	915	0%
32505	39,783	28,705	11,078	39%
32506	40,033	47,121	(7,088)	-15%
32507	167,859	163,274	4,585	3%
32514	92,722	102,846	(10,124)	-10%
32526	40,033	47,371	(7,338)	-15%
32534	26,287	33,717	(7,430)	-22%
32535	553	479	74	15%
32561	541,169	542,204	(1,035)	0%
32562	-	-	-	0%
32577	-	-	-	0%
Total	\$ 1,276,137	\$ 1,304,529	\$ (28,392)	-2%

Tourist Development Tax Collections
5-Year Comparison
 Returns through November 30, 2013 (Collected in December 2013)



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

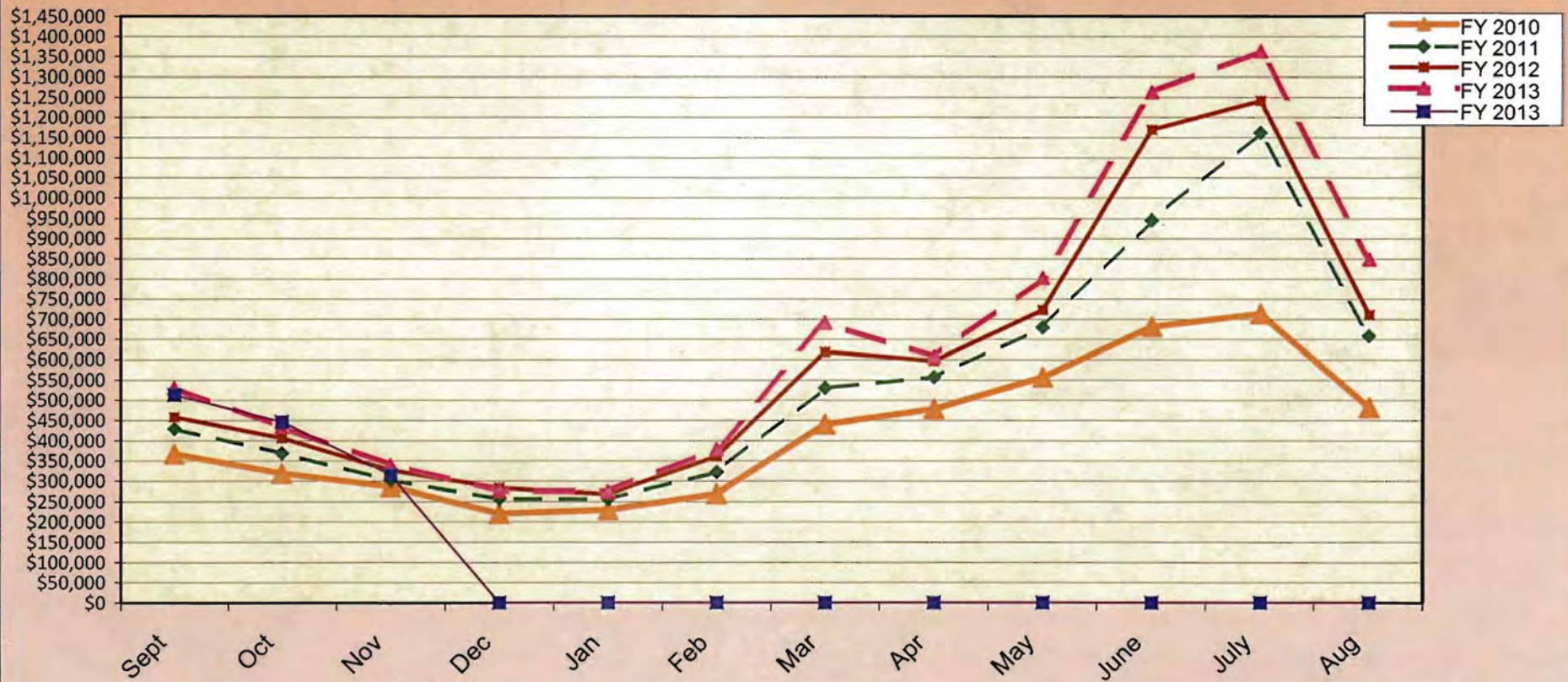


TOURIST DEVELOPMENT TAX

5 YEAR TRENDLINE

FY 2010 - FY 2014

Returns through November 30, 2013 (Collected in December 2013)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2014
 AS OF DECEMBER 30 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	Davle & 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
10/13	14,209	3%	21,773	4%	75	0%	76,053	15%	12,054	2%
11/13	12,336	3%	22,419	5%	337	0%	79,832	18%	13,031	3%
12/13	10,512	3%	19,841	6%	127	0%	70,184	22%	14,698	5%
Total	\$ 37,057	3%	\$ 64,033	5%	\$ 539	0%	\$ 226,069	18%	\$ 39,783	3%

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
10/13	13,722	3%	81,374	16%	34,895	7%	13,977	3%	9,085	2%
11/13	13,745	3%	57,245	13%	34,174	8%	12,873	3%	9,119	2%
12/13	12,566	4%	29,239	9%	23,652	7%	13,183	4%	8,083	3%
Total	\$ 40,033	3%	\$ 167,859	13%	\$ 92,722	7%	\$ 40,033	3%	\$ 26,287	2%

Month of Collection	Zip Code									
	32535		32561		32562		32577		Total Month	% OF Total
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/13	242	0%	236,153	46%	-	0%	-	0%	513,612	100%
11/13	208	0%	191,727	43%	-	0%	-	0%	447,046	100%
12/13	104	0%	113,290	36%	-	0%	-	0%	315,478	100%
Total	\$ 553	0%	\$ 541,169	42%	\$ -	0%	\$ -	0%	1,276,137	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2013
 AS OF DECEMBER 30, 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
10/12	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%
Total	\$ 32,975	3%	\$ 75,434	6%	\$ 5,249	0%	\$ 225,154	17%	\$ 28,705	2%

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%
Total	\$ 47,121	4%	\$ 163,274	13%	\$ 102,846	8%	\$ 47,371	4%	\$ 33,717	3%

Month of Collection	Zip Code									
	32535		32561		32562		32577		Total Month	% OF Total
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Mollno Area	% OF Total		
10/12	110	0%	248,089	47%	-	0%	-	0%	531,067	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%
Total	\$ 479	0%	\$ 542,204	42%	\$ -	0%	\$ -	0%	\$ 1,304,529	100%

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2005-2014									
Month Of Collection	For The Month Of	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
OCT	SEP	\$248,504	\$302,728	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	\$385,209
NOV	OCT	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284
DEC	NOV	214,278	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608
TOTAL		\$695,401	\$794,480	\$682,710	\$732,873	\$694,173	\$727,800	\$824,524	\$893,061	\$978,396	\$957,102

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2005-2014									
Month Of Collection	For The Month Of	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
OCT	SEP	\$80,772	\$100,760	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767	\$128,403
NOV	OCT	77,125	87,266	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761
DEC	NOV	71,106	76,287	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869
TOTAL		\$229,002	\$264,313	\$227,570	\$244,291	\$231,391	\$242,600	\$274,841	\$297,687	\$326,132	\$319,034



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-5663

Clerk & Comptroller's Report 15. 2.

BCC Regular Meeting

Consent

Meeting Date: 02/06/2014

Issue: December 2013 Investment Report

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of December 2013 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended December 31, 2013, as required by Ordinance Number 95-13; on December 31, 2013, the portfolio market value was \$251,091,789 and portfolio earnings totaled \$109,230 for the month and \$569,930 year-to-date; the short term portfolio yield was 0.15%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.03%; the long-term CORE portfolio achieved a total return of -0.38%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of -0.48%.

Attachments

Dec 13 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

INVESTMENT PORTFOLIO SUMMARY REPORT

FISCAL YEAR 2013-2014

December 31, 2013



Prepared by:

Pam Childers

Clerk of the Circuit Court & Comptroller

First Judicial Circuit, Escambia County



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2013-2014
December 31, 2013

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	November 30, 2013	December 31, 2013
Bank Accounts	\$ 19,462,805	\$ 28,710,019
Money Market Accounts	24,849,534	24,854,236
State Board of Administration	47,148,362	92,157,303
Money Market Mutual Fund	99,130	698,553
U.S. Treasury Bond/Notes	29,546,852	29,388,069
Federal Agency Bond/Note	45,318,104	47,611,079
Municipal Bonds	8,285,917	8,249,461
Corporate Notes	19,449,648	19,423,070
Commercial Paper	3,049,527	-
Total Portfolio Assets:	\$ 197,209,879	\$ 251,091,789
Current Month Earnings:	\$ 221,670	\$ 109,230
Fiscal Year to Date Earnings:	\$ 460,700	\$ 569,930

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:		November 30, 2013	December 31, 2013
Market Value		\$ 91,460,701	\$ 145,721,558
Month End Yield			
Short Term Portfolio Yield:		0.15%	0.15%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:		0.03%	0.03%
Weighted Average Days to Maturity			
Short Term Portfolio Yield:		1 Day	1 Day
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:		49 Days	50 Days
Fiscal YTD Earnings:		\$ 18,420	\$ 32,062

LONG TERM CORE PORTFOLIO:		November 30, 2013	December 31, 2013
Market Value		\$ 105,749,178	\$ 105,370,231
Month End Yield			
CORE Portfolio Yield to Maturity at Cost:		0.99%	1.00%
CORE Portfolio Yield to Maturity at Market:		0.66%	0.80%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		0.29%	0.38%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		0.55%	0.74%
Monthly Total Return Performance			
CORE Portfolio		0.17%	-0.38%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		0.09%	-0.14%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		0.12%	-0.48%
Effective Duration (Years)			
CORE Portfolio		2.54	2.51
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		1.81	1.83
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		2.61	2.64
Fiscal YTD Earnings:		\$ 442,280	\$ 537,868



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2013-2014
December 31, 2013

SHORT TERM INVESTMENT PORTFOLIO:

Month End Yield

Short Term Portfolio Yield:	0.15%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield	0.03%

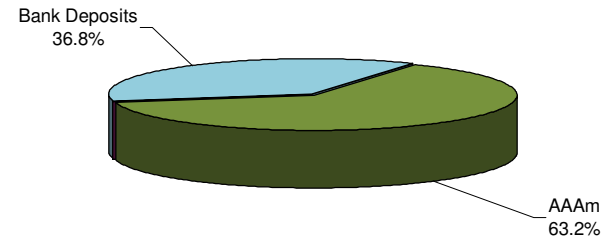
Earnings

Current Month Earnings:	\$ 13,642
Year-to-Date Earnings:	\$ 32,062

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	\$ 28,710,019	19.7%
BB&T Money Market Account	9,784,418	6.7%
Servisfirst Money Market Account	15,069,818	10.3%
State Board of Administration	92,157,303	63.2%
Total Short Term Portfolio Assets:	\$ 145,721,558	100.0%

Short Term Portfolio Credit Quality



LONG TERM INVESTMENT PORTFOLIO:

Month End Yield

CORE Portfolio Yield to Maturity at Cost:	1.00%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.38%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.74%

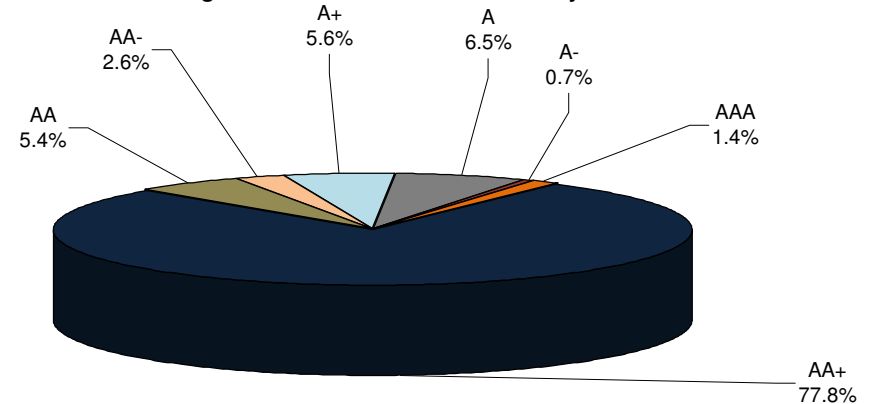
Earnings

Current Month Earnings:	\$ 95,588
Year-to-Date Earnings:	\$ 537,868

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 29,388,069	27.9%
Federal Agency Bond / Note	47,611,079	45.2%
Municipal Obligations	8,249,461	7.8%
Corporate Note	19,423,070	18.4%
Money Market Mutual Fund - Federated Government	698,553	0.7%
Total Long Term Core Portfolio Assets:	\$ 105,370,231	100.0%

Long Term Core Portfolio Credit Quality





ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2013-2014
December 31, 2013

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 92,157,303	36.7%	25%	No
United States Treasury Securities	29,388,069	11.7%	100%	Yes
Federal Instrumentalities	47,611,079	19.0%	100%	Yes
Certificates of Deposit/ Savings Accounts	24,854,236	9.9%	20%	Yes
Corporate Notes	19,423,070	7.7%	20%	Yes
State and/or Local Government Debt	8,249,461	3.3%	25%	Yes
Bank Accounts - Bank of America	28,710,019	11.4%	100%	Yes
Money Market Mutual Fund	698,553	0.3%	50%	Yes
Total Investment Holdings	\$ 251,091,789	100.0%		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 92,157,303	36.7%	25%	No
United States Treasury Securities	29,388,069	11.7%	100%	Yes
Federal Home Loan Bank (FHLB)	2,595,645	1.0%	25%	Yes
Federal National Mortgage Association (FNMA)	23,346,657	9.3%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	21,668,777	8.6%	25%	Yes
Branch Banking and Trust Money Market Account	9,784,418	3.9%	10%	Yes
Servisfirst Money Market Account	15,069,818	6.0%	10%	Yes
American Honda Finance	903,678	0.4%	5%	Yes
Anheuser-Busch Corporate Notes	2,009,954	0.8%	5%	Yes
Apple Inc. Corporate Notes	1,121,796	0.4%	5%	Yes
Bank of New York Mellon Corporate Notes	2,761,432	1.1%	5%	Yes
Caterpillar Corporate Notes	698,891	0.3%	5%	Yes
Coca-Cola Company	576,859	0.2%	5%	Yes
General Electric Corporate Notes	3,277,424	1.3%	5%	Yes
JP Morgan Chase Corporate Notes	3,011,442	1.2%	5%	Yes
McDonald's Corporate Notes	1,106,414	0.4%	5%	Yes
Pepsico Corporate Notes	696,370	0.3%	5%	Yes
Toyota Corporate Notes	1,101,174	0.4%	5%	Yes
Wells Fargo & Company Corporate Notes	2,157,637	0.9%	5%	Yes
Michigan State Municipal Bond	1,057,046	0.4%	10%	Yes
Calleguas Water District, CA REV Bond	1,496,265	0.6%	10%	Yes
Pennsylvania State Municipal Bond	5,696,150	2.3%	10%	Yes
Money Market Mutual Fund - Federated Government	698,553	0.3%	25%	Yes
Bank Accounts - Bank of America	28,710,019	11.4%	100%	Yes
Total Investment Holdings	\$ 251,091,789	100.0%		



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-5603

Clerk & Comptroller's Report 15. 3.

BCC Regular Meeting

Consent

Meeting Date: 02/06/2014

Issue: Acceptance of Petition Appealing Contractor Competency Board Decision

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of a Petition Appealing a Contractor Competency Board Decision

That the Board accept, for filing with the Board's Minutes, a Petition appealing the January 8, 2014, decision of the Escambia County Contractor Competency Board regarding *Complaint: Gabrieli A. Davis vs. David Rademacher and Horizon Sunrooms & Spas, Inc. (Certificate of Competency License No.: SS0017)*, as filed by Dr. Gabrieli A. Davis and received in the Clerk to the Board's Office on January 10, 2014.

Attachments

Gabrieli Davis Competency Board Appeal



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: George Touart, Interim County Administrator

FROM: Pam Childers
Clerk of the Circuit Court & Comptroller

BY: Doris Harris
Doris Harris
Deputy Clerk to the Board

DATE: January 10, 2014

RE: Dr. Gabrieli A. Davis – Appeal of Decision of Escambia County Contractor Competency Board

This is to advise you that on January 10, 2014, the Clerk to the Board's Office received a letter, dated January 9, 2014, from Dr. Gabrieli A. Davis to the Board of County Commissioners, advising that he is formally appealing the *(January 8, 2014)* decision of the Escambia County Contractor Competency Board *(regarding Complaint: Gabrieli A. Davis vs. David Rademacher and Horizon Sunrooms & Spas, Inc., Certificate of Competency License No.: SS0017)*.

In accordance with Chapter 18, Article II, Division 2, Section 18-59(b), of the Escambia County Code of Ordinances, within 20 days of the filing of the Petition, the Board of County Commissioners (BCC) shall issue an order providing for a notice and time of Hearing on the claim of the Petitioner before the BCC. A **copy** of the Petition is attached for your handling.

Should you require any additional information, please contact me by phone at 595-3918 or by e-mail at dharris@escambiaclerk.com.

DCH/
Attachment

pc: Alison Rogers, County Attorney (with attachment)
Kerra A. Smith, Assistant County Attorney (with attachment)
Sue Garrett, Secretary, Contractor Competency Board (with attachment)

Dr. Gabrieli A. Davis
6020 Songbird Drive
Pensacola, Florida 32503

January 9, 2014

Escambia County Board of Commissioners
ATTN: Doris Harris, Deputy Clerk, BOC
221 Palafox Place Suite 130
Pensacola, Florida 32502

Dear Ms. Harris:

I hereby formally appeal the decision made by the Escambia County Competency Board and a formally complain of the proceedings. I present the following as just cause:

Basic Facts

Horizon's Sunroom sold and installed a sunroom at my residence. The selection of Horizon's as the contractor was based exclusively on their presentation of Warranties. I have had numerous of problems which I outlined to and for the Board to which Horizon has now refused to address. I received a **"Lifetime Warranty"** on the Screens and Roof yet the roof contained a twenty year product warranty termination. The exclusions for each were as follows: Roof: normal use and would not delaminate; Screens: other than storm, fire or other acts of nature.

After their refusal to honor the Warranty as sold I filed a Competency Board Complaint listing the defaults. The Board heard the complaint initially and passed it based on the fact that there was an outstanding Civil Action. Horizon at the Small Claims Hearing evoked their right to mediation and Judge Kinsey passed the case for such to take place. Horizon refused to participate since the contract called for them to assume the cost. Please note such was known to them prior to their request and even after their request for such Judge Kinsey explained in details.

Prior to Show Cause Hearing I personally met with Ms. Sue Garrett and provided to her two names of employees of Horizon who worked on my sunroom and could verify my claims. I intentionally and directly told Ms. Garrett that unless these individuals were called it would be a **"he say I say"** hearing. She both times told me that she had and would secure their attendance. At the hearing they were not there and it indeed was a **"he says I say"** event with me losing the battle. Ms. Garrett on her volition choose to exclude witnesses requested by me and very much needed for the board to make an intelligent and informed decision.

My appeal is based on the following

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2014 JAN 10 A 8:10
OFFICE OF THE CLERK
221 PALAFOX PLACE
PENSACOLA, FL 32502

(1) Ethical Violation

The Board failed to perform its duties under the county ordinance. The Board is responsible to insure that all contractors adhere to the ethical rules of their profession. My appeal is simple - Is it ethical for a contractor to present to a consumer in the selling process a product (warranty) and then when it comes time to fulfill the product refuse? The Board used the weather condition and atmospheric conditions here in Florida as just cause for the contractor not to honor or be able to honor what he sold. Yet when the product was presented the presenter (contractor) fully aware of the above never eluded to such. So with this knowledge he could have stated and made such exclusion in the contract/warranty. So it again it is a question of ethics and one which the board has authority over and required to address. Is it ethical to present a product that from the beginning the contractor knows won't be fulfilled because of external circumstances but in its initial presentation to secure the sale deceive the consumer as to its enforcement of its product? That is the issue to which the Board refused to address. ETHICAL

(2) Poor Workmanship

The Board was presented pictures showing the current sunscreens and how the ones installed by the contractor could not be open without an insect infestation. The contractor admitted to repairing them and reinstalling them but the Board never questioned him on them. The pictures were clear and included a properly installed screen at my home so the Board had evidence to the contractor failure but refused to address it and Ms. Garrett the clerk refused to inform them of such although I requested such.

(3) Pass The Buck

The Board did not want to rule against the contractor because they are contractors themselves. In fact one board member a roofer stated how he only warrants his product for five years because of the weather condition here in Florida. Yet when I tried to present to him his own words he rejected the truth. He admitted that he sells the 10/20/30 year shingles but because of the atmospheric condition and weather condition germane to Florida the thirty year probably won't last as such. So I ask why sell a product with a warranty that is sure to fail? This board member on the record openly admitted that a life time warranty on such was ludicrous and should never be issued. If that is true then one have to see that this contractor presentation of such to me was to deceive the consumer - me and the consumer - me purchased such in belief that I had such but did not and this Board will not help or assist. So question then I **"Why have a board that will not insure that the contractors licensed in Escambia County maintains an ethical standard of truth, honesty and fulfillment of what they sell or service?"**

MS. GARRETT

Ms. Garrett intentionally withheld two witnesses presence at the Show Cause Hearing. I personally gave her their names and addresses and specifically stated that they needed

to be presence to support my allegations and establish a time line of the complaints. I further told her without them it would end up being a “me against him” and the Board would ultimately rule in his favor. She stated that she would insure that they were there and never once told or indicated to me a change in that decision. I personally met with her the week after Christmas and asked again about their appearance and again was told by Ms. Garrett that she had notified them. It is without a doubt if Mack the Vice President of the company at the time and party to the initial contract and the presentation of the importance of the warranty and its sale and Ray the current salesman who took the complaint and problems and who physically saw the roof as well as the installer of the screens, a different story would have been written. It is and was Ms. Garrett intention to insure a favorable decision for Horizon or to hurt me because of my insistent behavior in this matter.

I now appeal to this Board to allow me to personally address the Commission and present my case and at its conclusion order that it be referred back to the Competency Board for a Hearing on the question of Ethics or in in the alternative rule that the contractor fulfill its contractual obligation to me.

Respectfully submitted;

A handwritten signature in black ink, appearing to read "Dr. Gabrieli A. Davis". The signature is fluid and cursive, with the first name "Gabrieli" being the most prominent part.

Dr. Gabrieli A. Davis

GABRIELI DAVIS
6020 Songbird Dr.
Pensacola, FL 32503

PENSACOLA FL 325
08 JAN 2014 PM 2 L



Escambia County Board of Commissioners
ATTN: Davis Thomas, Deputy Clerk Rec
221 Palmetto Place Suite 130
Pensacola, Florida 32502
32502583330



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-5671

Clerk & Comptroller's Report 15. 4.

BCC Regular Meeting

Consent

Meeting Date: 02/06/2014

Issue: Acceptance of Resolution R2014-10 Declaration of State of Local Emergency

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Resolution R2014-10 Declaration of State of Local Emergency

That the Board accept, for filing with the Board's Minutes, Resolution R2014-10, Declaration of State of Local Emergency, due to the eminent threat posed by Winter Storm, as adopted by the Chairman on January 27, 2014, and filed with the Department of State on January 28, 2014.

Attachments

Resolution Declaration of State of Local Emergency

RESOLUTION R2014 - 10
DECLARATION OF STATE OF LOCAL EMERGENCY

WHEREAS, the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the imminent threat posed by Winter Storm; and

WHEREAS, Winter Storm has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, the Board Chairman and Assistant County Administrator have duly met and considered whether or not to declare a state of local emergency.

NOW THEREFORE, pursuant to Escambia County Code Section 37-35 (a), as amended by Ordinance No. 2002-28, the Chairman of the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.
2. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 12:01 a.m., central daylight time, this 28th day of January 2014.
3. The Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:
 - a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
 - b. Entering into contracts.
 - c. Incurring obligations.
 - d. Employment of permanent and temporary workers.
 - e. Utilization of volunteer workers.
 - f. Rental of equipment.
 - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

- h. Appropriation and expenditure of public funds.
4. The County Administrator, or his designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.
5. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.
6. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this 27th day of January 2014.

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

By: _____

Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court



By: Pam Childers
Deputy Clerk

This document approved as to form
and legal sufficiency

By: _____

Title

County Attorney

Date

1/27/14

Date Executed

January 27, 2014



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

January 28, 2014

Honorable Pam Childers
Clerk of the Circuit Court and Comptroller
Escambia County
Suite 130
221 Palafox Place
Pensacola, Florida 32502-5843

Attention: Ms. Doris Harris, Clerk to the Board's Office

Dear Ms. Childers:

Pursuant to the provisions of Section 125.66 Florida Statutes, this will acknowledge receipt of your electronic copy of Escambia County Resolution No. R 2014-6, which was filed in this office on January 28, 2014.

Sincerely,

Liz Cloud
Program Administrator

LC/elr

Enclosure



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-5650

Clerk & Comptroller's Report 15. 5.

BCC Regular Meeting

Consent

Meeting Date: 02/06/2014

Issue: Acceptance of Document

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

That the Board accept, for filing with the Board's Minutes, *DEP Agreement No. G0281 Amendment No. 3*, as executed by the Chairman on January 3, 2014, based on the Board's action of January 7, 2010, approving the Grant Agreement between the State of Florida Department of Environmental Protection (DEP) and the Board of County Commissioners, in the amount of \$630,000, for the Jones Creek East Stream Restoration and Wetland Stormwater Treatment Project, and received in the Clerk to the Board's Office on January 13, 2014.

Attachments


Amendment No. 3 DEP Agreement G0281

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-16. Approval of Various Consent Agenda Items – Continued

13. Taking the following action concerning approval of the Escambia Consortium 2009 Annual Action Plan for Housing and Community Development by the U.S. Department of Housing and Urban Development (HUD) and the award of \$3,987,838 in 2009 HUD funds:
 - A. Acknowledging, for the Official Record, approval of the Escambia Consortium 2009 Annual Action Plan by the U.S. Department of Housing and Urban Development, and accept the award of the 2009 Annual Action Plan detailing use of 2009 Community Development Block Grant (CDBG) funds, in the amount of \$2,101,113; 2009 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,795,021; and 2009 Emergency Shelter Grant Program (ESG) funds, in the amount of \$91,704; and
 - B. Ratifying the County Administrator's execution of CDBG, HOME, and ESG Grant Agreements, as required by HUD, and authorizing the Chairman or County Administrator, as appropriate, to execute all Grant-related documents as required to receive and implement the 2009 CDBG, 2009 HOME, and 2009 ESG Programs.
14. Taking the following action concerning the State of Florida Grant Agreement between the State of Florida Department of Environmental Protection and the Escambia County Board of County Commissioners, from the Department of Environmental Protection (DEP) (Funding: Fund 110, Other Grants Projects; new Cost Center; \$450,000 in-kind match):
 - A. Approving the State of Florida Grant Agreement, DEP Agreement No. G0281, from the Florida Department of Environmental Protection, in the amount of \$630,000, for the Jones Creek East Stream Restoration and Wetland Stormwater Treatment Project; and
 - B. Authorizing the Chairman to sign the Agreement and any subsequent Grant-related documents, including no-cost extensions.



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 01-13-2014

TO: Doris Harris, Deputy Clerk
BCC: 01-07-2010
CAR II-14 State of Florida Grant Agreement, DEP Agreement No. G0281,
Amendment No. 3

Please Initial and Date
Below on Line Provided

jw 01-13-2014

Judy Witterstaeter, Program Coordinator, County
Administration

Attached is the Clerk's Original for filing with the Board's
Minutes.

Thank you.

Doris Harris, Deputy Clerk

PAM CHILBERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2014 JAN 13 P 3:54
JUDY WITTERSTAETER

Return This Cover Page & Documents (as applicable) to Judy Witterstaeter



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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AI-5605

Clerk & Comptroller's Report 15. 6.

BCC Regular Meeting

Consent

Meeting Date: 02/06/2014

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 January 16, 2014;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 16, 2014; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held January 9, 2014.

Attachments

Agenda Work Session Report January 16, 2014

January 9, 2014, CW Workshop Report

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JANUARY 16, 2014
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:05 a.m. – 10:25 a.m.)

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
Commissioner Gene M. Valentino, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Alison Rogers, County Attorney
Larry M. Newsom, Assistant County Administrator
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., January 16, 2014, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Larry M. Newsom, Thomas "Tom" Turner, and Amy Lovoy reviewed the agenda cover sheet, and Steve Hayes commented concerning the 5:33 p.m. Public Hearing;
 - B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. Horace Jones, Keith Wilkins, Joy D. Blackmon, and Matthew Mooneyham reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter reviewed the County Administrator's Report; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JANUARY 9, 2014
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:06 a.m. – 11:12 a.m.)

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
Commissioner Gene M. Valentino, District 2
Larry M. Newsom, Assistant County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

Chairman May called the Committee of the Whole (C/W) Workshop to order at 9:06 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on January 4, 2014, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule January 6-January 10, 2014, Legal No. 1616301*.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Finalists to be Considered for the County Administrator Position

A. Board Discussion – The C/W discussed Finalists to be Considered for the County Administrator Position, and the C/W:

- (1) Heard comments from Andrea Battle Sims, The Waters Consulting Group, Inc., who advised that the Citizens Committee voted on the following finalists, listed in alphabetical order, for the Board's consideration:
 - (a) Jack R. Brown, County Administrator, Taylor County, FL
 - (b) Ted O. Lakey, County Administrator, Jackson County, FL
 - (c) Albert M. Penska, Jr., County Administrator, Adams County, PA
 - (d) William H. Reynolds, former City Administrator, Pensacola, FL
 - (e) John L. Weaver, former County Administrator, Horry County, SC
- (2) Upon inquiry from Commissioner Barry, was advised by Ms. Sims that if the Board accepts the finalists, she will complete background checks and prepare the candidates for in-person interviews;
- (3) Was advised by Commissioner Robertson that he would have preferred that the Committee rank the candidates, and was advised by Ms. Sims that the candidates were ranked, but the Committee decided to present the names in alphabetical order so that the focus would not be on the ranking;
- (4) Upon inquiry from Commissioner May concerning the diversity of the applicant pool, was advised by Ms. Sims that the pool included two women and five African-Americans, who did not make the list of finalists; and
- (5) Heard the request from County Attorney Rogers for Board direction concerning the travel expenses incurred by the candidates, with a consensus that payment of travel expenses is authorized, as is customary; and

B. Board Direction – The C/W recommends that the Board schedule the morning of January 30, 2014, for one-on-one interviews between the Commissioners and each of the five finalists for the County Administrator position, schedule a Special Board Meeting on January 30, 2014, at 1:00 p.m., for interviews with the full Board, and schedule a second Special Board Meeting on January 31, 2014, at 9:00 a.m., which will be canceled if a final decision is reached on January 30, 2014.

Recommended 5-0

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Animal Services – Participation with Target Zero Institute

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Target Zero Institute, Saving Lives Nationwide*, presented by Nicole Brose, Assistant Director, Target Zero Institute (TZI), and the C/W:
- (1) Was advised by Ms. Brose that Target Zero, Inc., is the umbrella organization over *First Coast No More Homeless Pets*, *South Florida No More Homeless Pets*, and *Target Zero Institute*, and, further, that:
 - (a) Organizations nationwide apply for Fellowships with TZI, at no cost, and TZI provides three years of training, after which Fellows "pay it forward" to surrounding communities;
 - (b) A significant number of the animals that die in shelters are cats, with statistics indicating only a 10% live release rate in Escambia County; however, cost-effective programs can reduce community cat problems; and
 - (c) TZI would like to conduct a "Mega Adoption Event" in Escambia County, which can save the lives of hundreds of animals in one weekend; and
 - (2) Was advised by Marilyn Wesley, Director, Community Affairs Department, that TZI staff members will evaluate the Escambia County Animal Shelter and provide recommendations to improve practices, policies, and procedures; and
- B. Board Direction – The C/W recommends that the Board authorize staff to assist Target Zero with scheduling a community education forum on February 10, 2014, at a County facility, which will precede the "Just One Day" adoption event to be held at the Animal Shelter on February 11, 2014, and to present an evaluation to the Board at a later date.

Recommended 5-0

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Operation People for Peace, Inc.

A. Board Discussion – The C/W viewed a video introduction of Earvin "Magic" Johnson, presented by Art Rocker, Operation People for Peace, Inc., and heard his request to use the Pensacola Civic (Bay) Center for the "Magic Johnson Speaks to the Heart of the Community Event" on February 17, 2014, and the C/W:

- (1) Was advised by Commissioner Barry that his impression is that Mr. Rocker is requesting that the Board waive the fees associated with the use of the Bay Center and, although he supports the program, he will not support waiving fees that are not waived for other non-profit organizations, or even the Escambia County School District;
- (2) Was advised by Larry M. Newsom, Assistant County Administrator, that he has not been provided information regarding payment of the approximately \$18,000 in fees, and, should the Board waive the fees, the funds will have to come from the 4th Cent Tourist Development Tax (TDT) proceeds;
- (3) Was advised by County Attorney Rogers that the Board adopted a Policy, approximately three years ago, that requires any request to waive the fees to be presented, in writing, at least 60 days before the event; therefore, the Board will need to waive its Policy in order to waive the fees, and, further, the Contract with SMG contains a provision that requires the Board to pay SMG, from 4th TDT, for any fees waived by the Board;
- (4) Heard Commissioner Valentino make, and subsequently withdraw, a motion to "direct the Assistant County Administrator to follow general accounting principles and practices and the normal procedure for the intended use of some \$18,000 plus of monies from the 4th Cent for the purpose of the 'Magic' Johnson event on February 17, 2014, to go through the normal process"; and
- (5) Heard Commissioner Robinson make, and subsequently withdraw, a substitute motion to "agree that we think the 'Magic' Johnson event is a good event for the Pensacola Bay Center on February 17, 2014; we agree that we will not waive the fees for that; we are not answering any questions on how the funding will take place"; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Report on Hamburg, Germany

A. Board Discussion – The C/W heard a Report on Hamburg, Germany, from Commissioner Valentino, who represented Escambia County at the International Aerospace Industry Forum for Northwest Florida Leadership, and was advised by Commissioner Valentino that:

- (1) Subcontract vendors of Airbus are working with children as young as age eight and encouraging them to consider the aerospace industry, which indicates that education plays a very important role in the economic development process;
- (2) 65%-69% of Germany's economy and economic activity is directly or indirectly related to aerospace, particularly, Lufthansa (*Technik*) and Airbus, and 4/5 of the business transactions, by culture, are conducted in airports, as opposed to corporate settings;
- (3) Airbus, and the related aviation industry, expects to produce in excess of 30,000 new aircraft during the next 20 years, which equates to a \$4.4 trillion global economic impact;
- (4) The high-tech Airbus campus in Hamburg produces two aircraft per day, at a cost of \$160 million each; however, with almost 9,000 aircraft on backorder, Airbus is eager to locate to this area, and wants to ensure that essential providers of goods and services are located within a 100-mile radius of Brookley Field in Mobile, Alabama, and, since 100% of Escambia County is located within that radius, Escambia County is strategically primed to enjoy the benefits of those vendors in proximity to Brookley Field; and
- (5) The same aircraft that Airbus produces in Europe for \$160 million each can be produced for approximately \$135 million each in the United States; therefore, production of four to six aircraft per month, initially, will result in significant savings and a short-term return of Airbus' capital investment; and

B. Board Direction – None.

7. Adjourn

Chairman May declared the C/W Workshop adjourned at 11:12 a.m.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5624

Growth Management Report 15. 1.

BCC Regular Meeting

Meeting Date: 02/06/2014

Issue: Review of the Rezoning Cases heard by the Planning Board on January 7, 2014

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on January 7, 2014

That the Board take the following action concerning the rezoning cases heard by the Planning Board on January 7, 2014:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2013-24 and Z-2013-27 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.: Z-2013-24
Address: 2842 Nowak Dairy Rd
Property Reference No.: 36-1N-31-2000-000-000 and 36-1N-31-1200-000-000
Property Size: 47.98 (+/-) acres
From: VAG-2, Villages Agricultural Districts Gross Density (one du/five acres)
To: V-1, Villages Single-Family Residential Gross Density (one du/per acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 5
Requested by: Wiley C. "Buddy" Page, Agent for Anthony J. Monti, Owner
Planning Board Recommendation: Approval
Speakers: Buddy Page, Jack Walters, Merrie Fox, Riley Robinson, Jeanne Henderly, Karl Henderly, Richard Moye

2. Case No.: Z-2013-27
Address: 6111 W Nine Mile Rd
Property Reference: 06-1S-31-3401-002-001
Property Size: 1.55 (+/-) acres

From: R-R, Rural Residential District (cumulative), Low Density (2 du/acre)
To: C-1, Retail Commercial District (cumulative)(10 du/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 1
Requested by: Marty Donovan, Agent for Betty Jean Perkins, Owner
Planning Board Approval
Recommendation:
Speakers: Marty Donovan

BACKGROUND:

The above cases were owner initiated and heard at the January 7, 2014 Planning Board meeting. Under the Land Development Code (LDC) 2.08.00.E.1., “the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than requested by the applicant and advertised. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony.”

To further the County’s policy of “decreasing response time from notification of citizen needs to ultimate resolution,” the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month’s rezoning cases. This report item addresses only the review and upholding of the Planning Board’s recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning requests.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board.

Attachments

Z-2013-24

Z-2013-27

Z-2013-24

9

1 witnesses, please.
 2 (County Staff sworn.)
 3 MR. BRISKE: Thank you. Board members,
 4 we've previously qualified these employees of
 08:39AM 5 the County to offer expert testimony in the
 6 area of land use and planning. Do any Board
 7 members have any questions regarding his or
 8 their ability to offer
 9
 10 **VOID** that staff be deemed as
 11 expert witnesses in their field.
 12 MR. BRISKE: Thank you, sir. We have a
 13 motion. Do we have a second?
 14 MR. GOODLOE: Second.
 08:40AM 15 MR. BRISKE: All those in favor, say aye.
 16 (Board members vote.)
 17 MR. BRISKE: Opposed?
 18 (None.)
 19 MR. BRISKE: The staff members will be
 08:40AM 20 recognized as experts in the area of land use
 21 and planning.
 22 (Motion passed unanimously.)
 23 MR. BRISKE: Okay. The rezoning hearing
 24 package for January 7th, 2014 with the staff's
 08:40AM 25 Findings-of-Fact has previously been provided

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10

1 to all the Board members. The Chair will
 2 entertain a motion to accept that hearing
 3 package with the staff's findings and legal
 4 advertisement into evidence.
 08:40AM 5 MS. DAVIS: So moved.
 6 MR. WINGATE: Second.
 7 MR. BRISKE: A motion and a second. All
 8 those in favor, say aye.
 9 (Board members vote.)
 08:40AM 10 MR. BRISKE: Opposed?
 11 (None.)
 12 MR. BRISKE: The motion carries.
 13 (Motion passed unanimously.)
 14 MR. BRISKE: The rezoning hearing package
 08:40AM 15 with the staff's Findings-of-Fact and the
 16 legal advertisement will be marked and
 17 included in the record as Composite Exhibit A
 18 for all of today's cases.
 19 (Composite Exhibit A, Staff's
 20 Findings-of-Fact and the legal advertisement,
 21 was identified and admitted.)
 22 MR. BRISKE: Today we do have two cases
 23 and we're going to move right into them to
 24 keep moving on our time here.
 25 (Transcript continues on Page 11.)

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11

1 * * *
 2 CASE NO: Z-2013-24
 3 Applicant: Wiley C. "Buddy" Page, Agent for Anthony J.
 Monti, Owner
 4 Address: 2842 Nowak Dairy Rd
 From: VAG-2, Villages Agricultural Districts
 5 Gross Density (one du/five acres)
 To: V-1, Villages Single-Family Residential
 6 Gross Density (one du/per acre)

7 MR. BRISKE: The first rezoning
 8 application for consideration is case
 9 Z-2013-24. The applicant is Buddy Page, who
 08:41AM 10 is the agent for Anthony Monti, the owner,
 11 2842 Nowak Dairy Road, VAG-2 to V-1.
 12 Members of the Planning Board, I'll ask if
 13 there's been any ex parte communications
 14 between you, the applicant, agents, attorneys,
 08:41AM 15 witnesses, fellow Planning Board members or
 16 anyone from the general public prior to this
 17 hearing. I will also ask if you will disclose
 18 if you have visited the subject property and
 08:41AM 19 also disclose if you are a relative or
 20 business associate of the applicant or any of
 21 the parties.
 22 We'll start down -- good morning,
 23 Ms. Oram.
 24 MS. ORAM: No to all.
 08:41AM 25

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12

1 MR. BRISKE: Thank you.
 2 MS. HIGHTOWER: No to all.
 3 MR. GOODLOE: No to all.
 4 MR. WOODWARD: No, to all.
 08:41AM 5 MR. BRISKE: The Chairman. No to all.
 6 MR. TATE: No to all.
 7 MS. DAVIS: No to all.
 8 MR. WINGATE: I am familiar with the site
 9 and no communication.
 08:42AM 10 MR. BRISKE: Thank you, Mr. Wingate.
 11 Staff, was notice of the hearing sent to
 12 all interested parties?
 13 MR. LEMOS: Yes, sir, it was.
 14 MR. BRISKE: Was that notice of hearing
 08:42AM 15 also posted on the subject property?
 16 MR. LEMOS: Yes, it was.
 17 MR. BRISKE: Thank you.
 18 Buddy, if there's no objection from you,
 19 we'll have the staff present the pictures.
 08:42AM 20 Thank you. Go ahead, Juan.
 21 (Presentation of Maps and Photography.)
 22 MR. LEMOS: Good morning, Board members.
 23 Juan Lemos, Escambia County Planner. This is
 24 rezoning Case 2013-24. The location is 2842
 08:42AM 25 Nowak Dairy Road. This is a request from

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PLANNING BOARD REZONING HEARINGS - JANUARY 7, 2014

		13			15
	1	VAG-2 to V-1.		1	MR. BRISKE: Mr. Page, do you understand
	2	This is our locational map for the parcels		2	that you have the burden of providing
	3	in question. This our 500-foot buffer with		3	substantial competent evidence that the
	4	the zoning VAG-2 surrounded by VR-1 and VAG-2.		4	proposed rezoning is consistent with the
08:42AM	5	This is our Future Land Use Map, Mixed Use	08:45AM	5	Comprehensive Plan, furthers the goals,
	6	Suburban. This is our existing land use		6	objectives and policies of that plan and is
	7	500-foot buffer around the property.		7	not in conflict with the Land Development
	8	This is an aerial photograph of the parcel		8	Code?
	9	in question. This is our 500-foot radius		9	MR. PAGE: I do.
08:43AM	10	mailing map and this is the actual mailing	08:45AM	10	MR. BRISKE: Thank you, sir. Please
	11	list for those properties.		11	proceed.
	12	This is our public hearing signs. We		12	MR. PAGE: Thank you, Mr. Chairman. The
	13	posted two, one on Highway 97 and one on		13	application this morning before you I think
	14	Sherrilane. This is looking northwest along		14	you see a brief history as part of the backup
08:43AM	15	Highway 97. Looking north into the site	08:45AM	15	material, but under Criterion (1) and (2),
	16	across the street from Sherrilane. Looking		16	consistency with the Comprehensive Plan and
	17	southwest to Sherrilane. This is looking		17	the Land Development Code, we concur with the
	18	south from the property. Looking east across		18	staff findings, especially in view of
	19	Highway 97 towards the property. That's all		19	Comprehensive Plan Policy 1.3.1, the allowed
08:43AM	20	the photographs.	08:45AM	20	uses that are currently allowed in this area
	21	MR. BRISKE: Thank you, Juan.		21	we think that we are consistent with those
	22	Board members, any questions on the maps		22	that have been provided by recent action of
	23	or photography?		23	the County Commissioners.
	24	Mr. Page, please come forward. Good		24	Regarding Criterion (3), compatibility
08:44AM	25	morning, sir. We'll have you sworn in and	08:45AM	25	with the surrounding uses, given the density
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		14			16
	1	then state your name and address.		1	that we're now seeking, Mr. Chairman,
	2	(Wiley C "Buddy" Page sworn.)		2	comparing that with the listed densities and
	3	MR. PAGE: Mr. Chairman, Buddy Page, 5337		3	the uses that the staff has as part of their
	4	Hamilton Lane in Pace, Florida, with		4	inventory within 500 feet, we feel like --
08:44AM	5	Professional Growth Management Services, LLC.	08:46AM	5	agree with the staff's finding under item (3)
	6	MR. BRISKE: Thank you. Good morning,		6	that we are compatible, therefore, consistent.
	7	sir. Have you received a copy of the rezoning		7	With regard to Criterion (4), changed
	8	hearing package with the staff's		8	conditions, this does bring into focus the
	9	Findings-of-Fact?		9	last sentence in that finding says the Board
08:44AM	10	MR. PAGE: Mr. Chairman, I have. I would	08:46AM	10	of County Commissioners since adopted an
	11	also ask prior to this if the Board would		11	ordinance providing for one acre minimum lot
	12	consider my testimony as that of an expert		12	size for new subdivisions located within the
	13	witness.		13	V-1 zoning district. Our property is located
	14	MR. TATE: So moved.		14	within that category. It is a new
08:44AM	15	MS. DAVIS: Second.	08:46AM	15	subdivision; therefore, it does comply.
	16	MR. BRISKE: Board members, we have		16	And, therefore, further, it is consistent
	17	previously worked with Mr. Page and he has		17	with the Criterion Number (4), effect on the
	18	been qualified before as an expert in this		18	natural environment. There are areas of
	19	area. We have a motion and a second. Any		19	wetlands on the property. There has been a
08:44AM	20	discussion? All those in favor, say aye.	08:46AM	20	jurisdictional wetlands survey done. Those
	21	(Board members vote.)		21	sensitive areas as far as flora and fauna have
	22	MR. BRISKE: Opposed?		22	been identified and will be preserved.
	23	(None.)		23	With regard to Criterion (6), development
	24	MR. BRISKE: The motion carries.		24	patterns, again we think the request before
	25	(The motion passed unanimously.)	08:47AM	25	you this morning compared to the existing land
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PLANNING BOARD REZONING HEARINGS - JANUARY 7, 2014

<p align="right">17</p> <p>1 uses around it in terms of densities in</p> <p>2 particular that given the new category that we</p> <p>3 certainly are consistent with the development</p> <p>4 patterns in the area.</p> <p>08:47AM 5 So, Mr. Chairman, out of all of these</p> <p>6 findings of staff we concur and we actually</p> <p>7 would adopt the findings of staff as our own.</p> <p>8 MR. BRISKE: Questions from the Board</p> <p>9 members?</p> <p>08:47AM 10 Board members, please notate Criterion</p> <p>11 Number (4) where there's some background on</p> <p>12 this and note that there was a change to the</p> <p>13 ordinance by the Board of County</p> <p>14 Commissioners. Before we move on, any other</p> <p>08:48AM 15 questions on that? Okay.</p> <p>16 Mr. Page, we'll ask you to stand by while</p> <p>17 the staff does their presentation.</p> <p>18 MR. WOODWARD: Mr. Chairman, if the</p> <p>19 applicant has no argument with this and feels</p> <p>08:48AM 20 that his application is consistent with the</p> <p>21 recommendations of the Planning Board, then I</p> <p>22 would ask that he summarize rather than detail</p> <p>23 because there is no conflict.</p> <p>24 MR. BRISKE: Okay.</p> <p>08:48AM 25 (Juan Lemos, previously sworn.)</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p align="right">19</p> <p>1 will move into the public comment portion of</p> <p>2 this hearing. I would direct your attention</p> <p>3 to the screen up here. Please keep your</p> <p>4 comments to the six criterion. These are the</p> <p>08:49AM 5 six criterion that the Board considers. These</p> <p>6 are the only six criterion that we can</p> <p>7 consider when we are looking at making a</p> <p>8 recommendation, so please keep your comments</p> <p>9 concise and directed toward these comments.</p> <p>08:49AM 10 Opinion testimony is limited for those who</p> <p>11 are considered experts in the area, so if you</p> <p>12 wish to offer opinion testimony we would have</p> <p>13 to try to qualify you as an expert in that</p> <p>14 area. Otherwise you would have to keep your</p> <p>08:50AM 15 comments to be factual on the case itself.</p> <p>16 For those members of the public who wish</p> <p>17 to speak on this matter, please note the</p> <p>18 Planning Board bases our decisions on the</p> <p>19 criteria and exceptions described in Section</p> <p>08:50AM 20 2.08.02.D of the Land Development Code.</p> <p>21 During our deliberations the Planning Board</p> <p>22 will not consider general statements of</p> <p>23 support or opposition. Accordingly, please</p> <p>24 limit your testimony to the criteria and</p> <p>08:50AM 25 exceptions described in Section 2.08.02.D.</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>
<p align="right">18</p> <p>1 MR. LEMOS: Basically, what I'll go ahead</p> <p>2 and do -- once again, Juan Lemos, Escambia</p> <p>3 County Planner -- is I'll go through the final</p> <p>4 findings under Criterion (6).</p> <p>5 The proposed amendment would result in a</p> <p>6 logical and orderly development pattern. The</p> <p>7 zoning district was modified, by recent</p> <p>8 changes in the Land Development Code, to</p> <p>9 accommodate new subdivisions with smaller</p> <p>10 one-acre lot sizes, while still providing an</p> <p>11 option for low density residential</p> <p>12 developments.</p> <p>13 MS. DAVIS: Mr. Chair?</p> <p>14 MR. BRISKE: Yes, ma'am.</p> <p>08:49AM 15 MS. DAVIS: Are there any speakers?</p> <p>16 MR. BRISKE: Yes, there's quite a few.</p> <p>17 MS. DAVIS: Well, then we have to wait on</p> <p>18 that.</p> <p>19 MR. BRISKE: Mr. Page, any</p> <p>08:49AM 20 cross-examination of the staff?</p> <p>21 MR. PAGE: No.</p> <p>22 MR. BRISKE: Thank you, sir.</p> <p>23 Did you have a question, Mr. Wingate?</p> <p>24 MR. WINGATE: No.</p> <p>08:49AM 25 MR. BRISKE: All right. At this time we</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p align="right">20</p> <p>1 Please also note that only those</p> <p>2 individuals who are here today and give</p> <p>3 testimony on the record at this hearing will</p> <p>4 be allowed to speak at the subsequent hearing</p> <p>08:50AM 5 before the Board of County Commissioners.</p> <p>6 We do have several speakers signed up on</p> <p>7 this. We do have a three-minute time limit,</p> <p>8 so, once again, please keep your comments</p> <p>9 directed so we can keep moving on. There's</p> <p>08:51AM 10 quite a few people who have signed up to</p> <p>11 speak.</p> <p>12 In no particular order, Mr. Jack Walters,</p> <p>13 please. When you come forward we'll swear you</p> <p>14 in and then state your name and address for</p> <p>15 the record, please.</p> <p>16 MR. WALTERS: My name is Jack Walters,</p> <p>17 3186 Creekwood Drive.</p> <p>18 MR. BRISKE: Let's swear you in first and</p> <p>19 then get your name and address on the record.</p> <p>08:51AM 20 (Jack Walters sworn.)</p> <p>21 MR. BRISKE: Good morning, sir. Now go</p> <p>22 ahead and give your name and address.</p> <p>23 MR. WALTERS: Jack Walters, 3186 Creekwood</p> <p>24 Drive, Cantonment.</p> <p>08:51AM 25 MR. BRISKE: Thank you, sir. Go ahead.</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>

PLANNING BOARD REZONING HEARINGS - JANUARY 7, 2014

<p align="right">21</p> <p>1 You may proceed.</p> <p>2 MR. WALTERS: I have two main concerns</p> <p>3 here. I used to live on Sherrilane. I'm</p> <p>4 pretty familiar with the area.</p> <p>5 MS. DAVIS: I can't hear you.</p> <p>6 MR. HOLMER: Would you speak directly into</p> <p>7 the microphone, please?</p> <p>8 MR. BRISKE: The proceedings are being</p> <p>9 recorded as well as our court reporter here.</p> <p>10 MR. WALTERS: I previously lived on</p> <p>11 Sherrilane. I'm somewhat familiar with the</p> <p>12 area. It's a nice rural area, five-acre lots,</p> <p>13 not all five-acre lots, but a lot of them, one</p> <p>14 acres lots. I don't believe there's very many</p> <p>15 lots less than that. Surrounding this</p> <p>16 proposed development, there's some farming,</p> <p>17 small gardens, a lot of space. It's just a</p> <p>18 nice area. And to increase this density is a</p> <p>19 big concern. It's going to add more traffic</p> <p>20 in the area for one thing. There are animals</p> <p>21 that occasionally get loose, too. There may</p> <p>22 be some smell.</p> <p>23 One of my biggest concerns is and you</p> <p>24 mentioned a change in the code ordinance. I</p> <p>25 don't know if this pertains to it, but</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p align="right">23</p> <p>1 sloped land and all this runoff is going to go</p> <p>2 into this wetland area. Several months back</p> <p>3 when we were discussing this there were some</p> <p>4 people here with concerns about all this extra</p> <p>5 runoff water already up to their property and</p> <p>6 I'm very concerned about this, too, that this</p> <p>7 may be a big problem in the future with this</p> <p>8 runoff. I don't know if they're going to dig</p> <p>9 some retention ponds in here. It's kind of</p> <p>10 hard on a sloped area, so these are concerns</p> <p>11 that I really feel should be addressed and</p> <p>12 looked at very carefully. When they say one</p> <p>13 house per acre, it usually doesn't end up to</p> <p>14 that and even if it did come down to that down</p> <p>15 to that --</p> <p>16 MS. MALLORY: Time.</p> <p>17 MR. WALTERS -- this is a little more dense</p> <p>18 than people in this area want it to be. Thank</p> <p>19 you.</p> <p>20 MR. BRISKE: Thank you, sir.</p> <p>21 Horace or Juan, before we go into quite a</p> <p>22 few different questions, we may be able to</p> <p>23 resolve quite a few of them by addressing what</p> <p>24 the current development review process is and</p> <p>25 what this hearing actually is doing for the</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>
<p align="right">22</p> <p>1 previously when we met concerning this, the</p> <p>2 wetlands, and I'm not sure how much wetlands</p> <p>3 there is in this parcel, but the wetlands</p> <p>4 previously the code said that the wetlands</p> <p>5 were calculated into the total area, which</p> <p>6 meant that if you -- for example, if this was</p> <p>7 a 40-acre parcel and you had a house on one</p> <p>8 acre, it really wouldn't be on one acre</p> <p>9 because you would add those wetlands in there.</p> <p>10 And say that we had 40 acres and there's 20</p> <p>11 acres of wetlands you would now be looking at</p> <p>12 two homes per acre.</p> <p>13 So I'm not real sure if you've changed</p> <p>14 that ordinance or it stays the same or what,</p> <p>15 but I'm seeing that it's proposed for V-1,</p> <p>16 one unit per acre. Now, I don't know what the</p> <p>17 total is when that comes out after all the</p> <p>18 calculations, if you kept the wetlands in the</p> <p>19 calculation, or if roads are considered in</p> <p>20 there, easements, any type of utilities at all</p> <p>21 or not. I don't have a clear idea what the</p> <p>22 final outcome of this would be, so if there's</p> <p>23 any clarification from anybody, I would like</p> <p>24 to know that.</p> <p>25 My second concern is the runoff. This is</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p align="right">24</p> <p>1 property, as well as maybe address the</p> <p>2 background on the change that the County</p> <p>3 Commissioners adopted, so if you would,</p> <p>4 please.</p> <p>5 MR. LEMOS: I'll address the process</p> <p>6 again. We are in the rezoning phase for this</p> <p>7 parcel. At the rezoning level we do not</p> <p>8 really concern ourselves on what exactly is</p> <p>9 going to go in there. We are looking at the</p> <p>10 overall permitted uses under the Land</p> <p>11 Development Code for this specific zoning</p> <p>12 district. Now, they did make a change and</p> <p>13 I'll let Horace address the change by the</p> <p>14 Board of County Commissioners allowing this</p> <p>15 one unit per acre zoning under V-1. I'll let</p> <p>16 him talk about that. But during the DRC</p> <p>17 process a lot of things the gentleman was</p> <p>18 making reference to, those are all part of the</p> <p>19 review once somebody decides to bring a</p> <p>20 project for a specific parcel, a specific</p> <p>21 project with plans, then all those, wetlands,</p> <p>22 road access, stormwater management, it would</p> <p>23 all be reviewed at that time during that</p> <p>24 separate process.</p> <p>25 MR. BRISKE: Go ahead, Horace.</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>

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25		27
1	MR. JONES: Thank you, Juan. Once again,	1 know what the development project is here
2	Horace Jones. To address the gentleman, and I	2 because we are supposed to look at it as
3	know those questions and concerns are probably	3 anything that could potentially go into that
4	going to come up by a lot of the speakers,	4 zoning category, so we don't get project
08:56AM 5	with the understanding that if this rezoning	08:59AM 5 specific at this level. We just look at
6	case is approved by the Board of County	6 anything that could potentially go into that
7	Commissioners there will be a separate, what	7 zoning.
8	we call -- because VA-1 does allow for	8 So, again, Horace has addressed that there
9	subdivisions. So, therefore, based upon the	9 is a very involved process once the owner
08:57AM 10	allowable uses on that, as Mr. Juan stated, we	08:59AM 10 comes and decides that they want to start
11	can speak on the subdivision because it does	11 developing it, then that goes into a whole new
12	allow for a subdivision, not saying they're	12 set of standards that they look at, traffic
13	going to put a subdivision there, but the	13 concurrency, wetlands, access, water drainage,
14	zoning does allow for subdivisions.	14 everything like that is all considered at that
08:57AM 15	The subdivision process is very complex.	08:59AM 15 time, setbacks on the lots, everything. So
16	Our staff, our stormwater people, road access,	16 that's a different process than this, though.
17	wetlands, we will look at all of those things	17 I just want to make sure everyone is clear on
18	once we know what is proposed. There will be	18 that.
19	ample opportunity for the citizens to be	19 Board members, any questions so far?
08:57AM 20	involved. Notification of subdivisions is a	08:59AM 20 Staff, is it possible to put the clock up
21	long process. It can't happen in two weeks.	21 on the screen? That way we can let folks know
22	It will be a long lengthy process. There is	22 how much time they have left. I know we used
23	preapplication, preliminary plat approval,	23 to have one that we used to pop up on there.
24	final plat approval, all of those things.	24 Our next speaker, Merrie Fox.
08:57AM 25	Stormwater, street access, the wetlands, all	09:00AM 25 (Ms. Sindel enters.)
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26		28
1	of those things again. And the V-1, the Board	1 (Merrie Fox sworn.)
2	of County Commissioners -- we had a first	2 MR. BRISKE: Good morning. If you will
3	hearing -- they did approve this minimum lot	3 just hold on just one moment. I wanted to ask
4	size of one acre. That means that every house	4 a question. Ryan, Ms. Sindel has now arrived.
08:58AM 5	will have one acre. No other calculation will	09:00AM 5 Is she allowed to be involved in this case?
6	be involved. When we look at it we will look	6 MS. SINDEL: Do you want me to go home?
7	at lot size of one acre. Just as the	7 MR. ROSS: I think the ultimate barometer
8	gentleman stated, you do have in that area	8 is whether a Board member has received enough
9	five acres and one-acre lots, so when it comes	9 information to make an adequate determination.
08:58AM 10	to our review for the site plan subdivision,	09:00AM 10 I think largely with Mr. Page's presentation
11	that final plat, that preliminary plat, it	11 and also staff's presenting is echoing
12	will show them.	12 materials that were previously submitted to
13	MR. BRISKE: It does not exclude for	13 the Board that Ms. Sindel would have had the
14	wetlands or roads or anything like that.	14 opportunity to review, so I think she would be
08:58AM 15	MR. JONES: No, sir.	09:01AM 15 allowed to participate in the final
16	MR. BRISKE: One acre.	16 determination.
17	MR. JONES: One acre.	17 MR. BRISKE: Okay. Thank you.
18	MR. BRISKE: The net number.	18 Ms. Sindel, good morning.
19	MR. JONES: One acre minimum lot size per	19 MS. SINDEL: Thank you. Good morning. My
08:58AM 20	house.	09:01AM 20 apologies for being tardy. I had to pick my
21	MR. BRISKE: Okay. So I just want to	21 husband up at the airport.
22	reiterate, when we're doing the rezoning as	22 MR. BRISKE: I would ask if you've had a
23	we're looking at today, as I said, we only	23 chance to review the findings before the
24	consider the six criterion that are on the	24 meeting so that you are up to speed on this
08:59AM 25	board. In fact, we're not even allowed to	09:01AM 25 case?
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	29	
1	MS. SINDEL: Yes.	
2	MR. BRISKE: Have you had any ex parte	
3	communication between you, the applicant,	
4	agents, attorneys, witnesses, Planning Board	
09:01AM 5	members or anyone from the general public? I	
6	also ask if you have visited the subject	
7	property or are a relative or business	
8	associate of any of the parties?	
9	MS. SINDEL: No to all the above.	
09:01AM 10	MR. BRISKE: Thank you and welcome to the	
11	meeting.	
12	MS. SINDEL: Thank you.	
13	MR. BRISKE: Good morning. You've been	
14	sworn in? Okay. Please state your name and	
09:01AM 15	address for the record.	
16	MS. FOX: Merrie Fox, 2601 Sherrilane	
17	Drive, Cantonment.	
18	MR. BRISKE: You may proceed.	
19	MR. JONES: Speak into the mike.	
09:01AM 20	MS. FOX: Can you hear me now?	
21	MR. BRISKE: Yes.	
22	MS. FOX: I purchased my house with my now	
23	ex-husband in 1993. I got my house as lump	
24	sum alimony so it will be what I live on	
09:02AM 25	either if I sell or by living on it for the	
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	30	
1	rest of my life and it's all that I'm going to	
2	get for alimony, okay, so I'm not going to get	
3	anymore, so devaluing it really hurts me in	
4	the long run.	
09:02AM 5	When I purchased the house it had a	
6	five-acre deed restriction on it, meaning that	
7	you can only build one house per five acres	
8	and that was a selling point of my house.	
9	Under Comprehensive Plan, I don't know what	
09:02AM 10	they plan for the future, but all of that was	
11	deed restricted by one house per five acres.	
12	Two of them, I think, have gotten variances	
13	approved through you guys to build on a	
14	smaller lot. Other than that it's five, ten	
09:02AM 15	and eight acres on Sherrilane Drive.	
16	My daughter lives with me. We call it	
17	sanctuary because it's five acres and it's	
18	private. If we want to go downtown we can go	
19	downtown where it's bustling. Out there it's	
09:03AM 20	sanctuary and that's very important to us, as	
21	well. So a one acre per house would not be	
22	compatible.	
23	There are at least, I would say, ten, I	
24	think, subdivisions I counted that are smaller	
09:03AM 25	acres, maybe one house per one acre, on 97 and	
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	31	
1	297-A and on Kingsfield that are not even	
2	selling, so to build another one, to me, would	
3	be redundant and could fail and, you know,	
4	then we have just places that houses that are	
09:03AM 5	halfway built. And that would bring more	
6	traffic onto our road, which let's talk about	
7	getting out in the morning.	
8	I leave at 5:00 in the morning, so it's	
9	not a problem to me, but my kids leave at like	
09:03AM 10	8:00 and getting out there's only two -- three	
11	ways to get out, so there's a long line and	
12	you have to wait to come in the afternoon.	
13	It's a long line and you have to wait, so the	
14	roads do not -- the plan, the housing is not	
09:04AM 15	set up with a plan because the roads have not	
16	kept up with it and they're not -- it's just,	
17	to me, not feasible to put more houses out	
18	there without the road structure and the sewer	
19	and the cable.	
09:04AM 20	We have nothing out there and that's the	
21	way we like it and that's why we bought out	
22	there. My long-term plan was one house per	
23	five acres. If you come back and say we can	
24	build one house per acre, are you going to	
09:04AM 25	come back and tell us we can all change ours.	
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	32	
1	You know, why do it for one person and not the	
2	other?	
3	If you look at the picture looking	
4	southwest, there's a huge field there. If	
09:04AM 5	they wanted to build houses, go ahead, but why	
6	on our side make us have all that subdivision	
7	and if you do the subdivision I ask that there	
8	be a fence around it and no entry onto	
9	Sherrilane Drive because our little road does	
09:05AM 10	not support that many houses. Thank you.	
11	MR. BRISKE: Thank you. Board members,	
12	any questions for Ms. Fox?	
13	Okay. I do want to reiterate and, Juan,	
14	maybe you can bring up the allowable zoning,	
09:05AM 15	allowable uses in the V-1.	
16	MR. JONES: While he's looking at that, I	
17	tell you in V-1 the only thing that is allowed	
18	in the V-1 -- yes, I can tell you off the top	
19	of my head. The only thing that's allowed in	
09:05AM 20	V-1 is a single-family home along with plants	
21	and gardens, no other type of use, just	
22	single-family homes, which can include a	
23	subdivision. It's a single-family dwelling	
24	district.	
09:05AM 25	MR. BRISKE: So what we have on the board	
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33

1 is the permitted uses. Is that V-1 that you
 2 have up there?
 3 MR. LEMOS: Yes, sir.
 4 MR. BRISKE: So permitted uses under B
 09:06AM 5 there, single-family detached and so on, that
 6 is what is allowed under this zoning category.
 7 Now, keep in mind this Board is only making a
 8 recommendation on the zoning. We have no
 9 information about a project being presented, a
 09:06AM 10 subdivision, anything like that. It doesn't
 11 come to us like that. It comes to us as a
 12 rezoning change at this point.
 13 Maybe we should put up the VAG and show
 14 what the differences are between the VAG and
 09:06AM 15 the V-1.
 16 MR. JONES: That's a very good point you
 17 just made, Mr. Briske. VAG-1 and VAG-2, it
 18 allows for more uses. It allows for more uses
 19 than V-1 does. So VAG-1 and VAG-2, both of
 09:07AM 20 those basically allow the same type of uses.
 21 So the existing zoning district does allow for
 22 more uses than V-1 does.
 23 MR. BRISKE: So, again, just stay with me
 24 here. Here's permitted uses for VAG-1; is
 25 that correct, Juan?

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34

1 MR. LEMOS: Under VAG-2, yes, sir.
 2 MR. BRISKE: You see there's permitted
 3 uses. There's 15 -- excuse me, 25, that are
 4 permitted uses. Then there's also conditional
 09:07AM 5 uses if you scroll down just a little bit
 6 there. Conditional uses would require the
 7 applicant to go in front of the Board of
 8 Adjustments for a conditional use to apply for
 9 that. So there is a lot of uses out there
 09:07AM 10 already for the property.
 11 Now, I understand the concern of most
 12 people is the density, the density going to
 13 the V-1, which allows for one acre minimum lot
 14 size, as opposed to the five right now. That
 09:08AM 15 was a recent change by the Board of County
 16 Commissioners to allow that zoning district to
 17 allow one acre minimums on it.
 18 Just, again, I want to make sure that
 19 everybody understands, we have absolutely no
 09:08AM 20 control in this hearing over what project is
 21 done on the property. Okay? Subdivision,
 22 house, whatever they're going to put on it is
 23 a later hearing. It would be through the DRC
 24 process, the Development Review Committee. As
 09:08AM 25 Horace was saying, that's a very extensive

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35

1 process to go through an audit is public
 2 access, as well. The public can be involved
 3 in that, as well.
 4 MR. TATE: Can I just stress one thing
 09:08AM 5 that was mentioned? You mentioned your
 6 property, your five acres. I don't know if
 7 it's deed restricted. Right now it's
 8 restricted by its zoning.
 9 MS. FOX: I looked at my deed because I
 09:09AM 10 had to redo the deed whenever I got divorced
 11 and it is deed restricted, because I had
 12 looked at building another house on there at
 13 one point so that my son would have a house
 14 that was near me.
 09:09AM 15 MR. TATE: How does family conveyance --
 16 we don't get into the deed issue. See, that's
 17 the thing, there's things you're allowed to do
 18 with your property that you can't because of
 19 the deed, not because the County won't let
 09:09AM 20 you.
 21 MS. FOX: But the person who owned that
 22 property that you're in consideration for was
 23 the one that had this property and put the
 24 deed restriction on there is what I
 09:09AM 25 understand.

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36

1 MR. WOODWARD: Deed restrictions have time
 2 limits, 20 years normally. So 1993?
 3 MS. FOX: Uh-huh.
 4 MR. WOODWARD: Your deed restriction runs
 09:09AM 5 out this year.
 6 MS. FOX: Okay. But I like the five acres
 7 because it's a sanctuary.
 8 MR. TATE: You don't have to change it,
 9 but you have the ability to.
 09:10AM 10 MS. FOX: But if you bring in all those
 11 people there on one-acre lots that's a lot of
 12 traffic on our road. I can tell you just from
 13 them doing 297-A, resurfacing it, not making
 14 it four lane but to convey more traffic just
 09:10AM 15 making it wider so that the trucks don't hit
 16 the cars whenever you're driving by, that put
 17 a lot more traffic onto Sherrilane Drive and
 18 Sandy Crest Lane, which is behind us. It's
 19 just -- you know, we're a little farm
 09:10AM 20 community and that's the way we like it and
 21 that's the way we bought it, you know. If I
 22 wanted to live that way, I would go downtown
 23 and live, I would go to a subdivision and
 24 live. I don't like subdivisions. That's why
 09:10AM 25 I bought out there.

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37

1 MR. TATE: Thank you.

2 MR. BRISKE: Thank you. Board members,

3 any other questions?

4 Our next speaker, Bradley Robinson.

09:10AM **5** MR. ROBINSON: I pass at this time.

6 MR. BRISKE: If you don't speak here, you

7 will not be allowed to speak at the Board of

8 County Commission meeting. Do you still want

9 to pass?

09:11AM **10** MR. ROBINSON: No.

11 MR. BRISKE: You have to get your comments

12 on the record here because you're not allowed

13 to bring any new evidence to that meeting of

14 the Board of County Commissioners. Please be

15 sworn in, sir.

16 (Bradley Robinson sworn.)

17 MR. BRISKE: Your name and address, sir.

18 MR. ROBINSON: Riley Robinson, 2560

19 Sherrilane Drive. I've been on Sherrilane for

09:11AM **20** going on 24 years. My main concern is the

21 additional traffic and I realize that you guys

22 are not going to entertain that at this time,

23 but that's my primary objection at this time,

24 is the additional traffic in a rural

09:11AM **25** environment, which we all love. That's why we

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38

1 bought where we bought.

2 Yes, the drainage, but I'm not directly

3 involved in the drainage problem. That's at

4 the other end of the street. But that's

09:12AM **5** primarily what I'm here to object to, is the

6 development. If there's 40 houses there, two

7 cars per house, that's 80 additional vehicles,

8 perhaps even more, that's going to be dumped

9 onto Sherrilane or 97. That's a big concern

09:12AM **10** of mine. When you put that many extra

11 vehicles on a single little road they've got

12 to go somewhere to go to work or go to school.

13 Those two concerns are real important to

14 me. You're talking about changing the entire

09:12AM **15** mindset of the citizens, me being one of them,

16 that have purchased property and developed it

17 in our own little way and have lived for 20

18 some odd years in a very rural environment and

19 I would like for it to stay that way.

09:13AM **20** MR. BRISKE: Just to tie your comments

21 back in, you're addressing basically Criterion

22 (4), which is changed conditions, and that's

23 the type of comments that we can accept on the

24 Planning Board is addressing the criteria.

09:13AM **25** Again, as I said, we don't have any

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39

1 information on the project itself and we don't

2 even know if there is a project because we

3 don't get into that. We just deal with the

4 level of dealing with the zoning change.

09:13AM **5** Thank you for your comments, sir.

6 Any questions of Mr. Robinson?

7 Jeanne Henderly.

8 (Jeanne Henderly sworn.)

9 MR. BRISKE: Good morning.

09:14AM **10** MS. HENDERLY: Good morning. Can you hear

11 me?

12 MR. BRISKE: Yes.

13 MS. HENDERLY: My name is Jeanne Henderly

14 and I live at 2715 Sherrilane Drive. My

09:14AM **15** property directly faces them. The whole half

16 of our property directly faces this area

17 that's going to be developed. This morning

18 when we left there was a car bogged down in

19 the front of our property because -- I don't

09:14AM **20** know what happened -- it got slipped on the

21 ice or from the wet out there. So there's a

22 car in the front because it's wet and can't

23 get back out. That's the kind of property we

24 have out there. That's how wet it is. And

09:14AM **25** now right across the street from me they're

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40

1 going to be developing this property. That's

2 a big concern.

3 I have a -- oh, well, I'll wing it.

4 As far as the consistency with the

09:15AM **5** Comprehensive Plan, I don't really understand

6 that so. And Mr. Page, he has been doing this

7 for a lot of years and he's with it on this --

8 thank you. That's my better half. He watches

9 after me. I thank you -- so he understands

09:15AM **10** these things. We just live out there and are

11 not experts on this, so consistency with the

12 Comprehensive Plan I don't know. Consistency

13 with the code I don't know. But we're talking

14 about compatibility with the surrounding

09:15AM **15** issues -- the surrounding uses. We have on

16 our place a bull, three cows. We have some

17 horses. We have goats. We have dairy goats

18 and we have chickens and we have ducks. And

19 we have white board fencing that anybody can

09:15AM **20** just crawl right through or get through. We

21 do have electricity around it now.

22 But our concern is we have a very rural

23 lifestyle out there and we love it. We have

24 people out there -- the Hinotes and the

09:16AM **25** Carters have lived out there for 41 years and

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		41			43
	1	nobody has bothered us as far as changing our		1	merits. There are things that we look at in
	2	zoning. We've lived there for 25 years.		2	each case.
	3	We've raised kids and now we have grandkids.		3	MS. SINDEL: And we understand that. We
	4	The character of that neighborhood is such		4	agree, but we oftentimes do like to refresh
09:16AM	5	that if you put a subdivision down there --	09:18AM	5	our short memory at times on cases that have
	6	and I know you talked about you're not making		6	come before us recently just because we
	7	those decisions, but why are they pushing for		7	oftentimes look at patterns of development and
	8	VR-1? It's because they want to -- that's why		8	if we do see that there are certain areas of
	9	Mr. Page is here. He is representing		9	the community where we're seeing more than one
09:16AM	10	Mr. Monti who wants to develop that. I	09:18AM	10	opportunity for people to come before us and
	11	understand that.		11	ask for rezonings, then as a Planning Board we
	12	We're not against development, but right		12	do look at each case individually, but we look
	13	across the street on Nowak Road they just got		13	at patterns.
	14	rezoning. They got zoned VR-1, which is four		14	MR. JONES: Absolutely.
09:16AM	15	acres per house. That's right across the	09:19AM	15	MS. HENDERLY: May I say, too, that I took
	16	street. I ride horseback down there.		16	the opportunity to drive through Creekwood.
	17	Mr. Jones said the reason they got that is		17	They've one house per acre in there and it
	18	because it's compatible with that, but right		18	just dawned on me as I was driving through
	19	across the street we have that big parcel and		19	there, if we told them that right in back of
09:17AM	20	it's not compatible with that. I ride	09:19AM	20	them we were going to rezone it VAG-2 or VR-1
	21	horseback down there. Pinebrook is right		21	and we were going to put four acre lots, we're
	22	behind that triangular property that got V-1.		22	going to allow agriculture animals, they would
	23	MR. LEMOS: Time.		23	be, oh, no, you're not because we don't want
	24	MS. HENDERLY: So I'm just saying I'm		24	agricultural. We don't want bulls and cows
09:17AM	25	hoping that you guys will hear from us because	09:19AM	25	and goats that kind of have a smell sometimes.
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		42			44
	1	we live there and we love it there and we		1	They would be fighting to have us not do it.
	2	don't want a subdivision there. If it was		2	We're on the other side of that, so I'm just
	3	zoned VR-1 we would be thrilled. We didn't		3	asking to hear from us and maybe protect us
	4	come down here for when that zoning was done		4	against having a subdivision put in where it's
09:17AM	5	because we're not going to fight that battle.	09:19AM	5	just not feasible as far as all of the
	6	That's good. If they zoned that the same that		6	neighbors in there are concerned. I
	7	they zoned the adjacent property, we would be		7	appreciate it. Thanks. Am I through?
	8	thrilled. We would say, yeah, Amen, go for it		8	MR. BRISKE: Yes.
	9	and develop it, because it's compatible with		9	MS. HENDERLY: Thank you.
09:17AM	10	what's there already. Thank you. I'm sorry I	09:19AM	10	MR. BRISKE: Could we please bring up the
	11	went long.		11	current zoning map, that kind of a zoomed out
	12	MS. DAVIS: I have a question. Please		12	view a little bit?
	13	come back. You said right across the street		13	MR. TATE: Something that was just said, I
	14	there was another area that was zoned VR-1.		14	mean, you already have the ability to have
09:18AM	15	Where are you referring to, across the street	09:20AM	15	animals on this property, right? That person
	16	on Sherrilane?		16	doesn't need to do anything, they could
	17	MS. HENDERLY: Nowak Road.		17	already do that?
	18	MR. BRISKE: Let's bring up the map here,		18	MR. JONES: Right. Since she brought it
	19	please.		19	up, I know this could come up again by another
09:18AM	20	MR. TATE: It's actually --	09:20AM	20	citizen. The rezoning case that was just
	21	MS. HENDERLY: It's adjacent to the		21	approved, again, that was different. It more
	22	property.		22	or less -- to get into some of the facts of
	23	MR. JONES: Yes. Now, you need to		23	it. It more or less was done through a family
	24	understand that every rezoning case stands on		24	conveyance, a person wanted to do something
09:18AM	25	its own merits. That case stood on its own	09:20AM	25	for their parents. That's why that was done.
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45

1 We've already got plans in the works for that
 2 site of property. So there are different
 3 constraints on that site.
 4 If you look at VAG-2, if you look at that
 09:21AM 5 subdivision right behind it, that's Pinebrook
 6 Subdivision. And it's in the record. That's
 7 one of the reasons why direction was given to
 8 try to make some accommodation, because that
 9 subdivision, most of those lots in that
 09:21AM 10 subdivision, that's adjacent to this property,
 11 it's between one, two and three acre lots. So
 12 on the case that was just done, different
 13 constraints. It's more or less a family
 14 action, mother, mother-in-law, older people
 09:21AM 15 wanted to try to do something with their
 16 parents, so that's why that was done.
 17 MR. BRISKE: Mr. Wingate.
 18 MR. WINGATE: Mr. Chairman, I drove up
 19 here looking at Sherrilane and I came down 297
 09:21AM 20 and I cut over to 297-A, which kind of makes
 21 that a cross connector from 97 to 98 and that
 22 area out there is just -- you know, there's
 23 several upscaled subdivisions that are
 24 building up 97 in that area and kind of a
 09:22AM 25 neighborhood I think looked like where people

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46

1 want to be even though you've got a
 2 combination of everything, and Pinebrook is an
 3 isolated subdivision off 297-A and that's kind
 4 of similar to there.
 09:22AM 5 But I remember being on this Planning
 6 Board many years back. There was a lady that
 7 had five children and she had the same issue
 8 that when my five children grow up, I want to
 9 be able to give them all a piece of my land
 09:22AM 10 and these are problems that, you know, that
 11 come back now because it was zoned a certain
 12 way and a lot of it was zoned blanket and
 13 sometimes personal consideration wasn't.
 14 Well, if something is done by the County
 09:23AM 15 Commissioners and Planning Board and if you're
 16 going to develop something, it comes before
 17 the DRC and the County looks at it with a fine
 18 tooth comb on everything that done. So
 19 sometimes -- it was like you've got a church
 09:23AM 20 that was trying to buy a lot and they were
 21 trying to build some apartments there and the
 22 church ended up buying the land before they
 23 put the apartments there. That solved the
 24 problem at that time, but this is not that
 09:23AM 25 issue.

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47

1 MR. BRISKE: Thank you, Mr. Wingate.
 2 Our next speaker, Karl Henderly. Good
 3 morning, sir. Please be sworn in and then
 4 state your name and address, please.
 5 (Karl Henderly sworn.)
 6 MR. HENDERLY: Karl Henderly, 2715
 7 Sherrilane Drive. You guy have heard from the
 8 boss already, so you have most of the points.
 9 Compatibility is my big concern. When a
 09:23AM 10 residential area is put into an agricultural
 11 setting, it seems like a great idea to people
 12 initially. They say, hey, let's move out to
 13 the country and we can sit and watch animals
 14 graze while we have breakfast. That doesn't
 09:24AM 15 last for long. Normally what you end up with
 16 is man, those chickens sure make a lot of
 17 noise the first thing in the morning. They're
 18 out there crowing and I'm tired of listening
 19 to those cows moo, and, man, when the wind is
 09:24AM 20 out of the wrong direction it smells terrible
 21 around here. We have an agricultural
 22 community there and we're trying to not --
 23 we're trying to keep as much of it in that
 24 condition as we possibly can.
 09:24AM 25 We have, as Jeanne mentioned to you, we

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48

1 have a number of animals and they are large
 2 animals and there are concerns primarily for
 3 the safety of others, but if you're going to
 4 be honest you're concerned about your own
 09:24AM 5 responsibility and what's going to happen with
 6 insurance rates and all when you have
 7 subdivisions across the street where the
 8 people who live there are basically
 9 subdivision folks. And there's nothing wrong
 09:24AM 10 with that. I was too for years and years
 11 before we moved into the country. But
 12 especially with the children. They don't
 13 understand that you can't slide under the
 14 fence and pet the calf because the mother -- I
 09:25AM 15 don't know if you've ever been around a mother
 16 cow when she's got a calf, but she is a
 17 ferocious thing and she does not allow you
 18 around the calf. You can't go slap a horse on
 19 the rear end when it looks pretty because they
 09:25AM 20 often just react and kick. So there are
 21 concerns about safety.
 22 And basically what it is is just putting a
 23 residential area in the midst of an
 24 agricultural area and the conflict that
 09:25AM 25 results so many times from that. The

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49

1 congestion and the roads and this has already
 2 been discussed by others. But I would really
 3 love to see things stay the way they were when
 4 we bought out there 26 years ago and started
 09:25AM 5 raising our family there. I would love to see
 6 it stay the way it is and just have the same
 7 zoning that it has now as opposed to putting a
 8 subdivision across the street from us. Thank
 9 you.
 09:25AM 10 MR. BRISKE: Thank you, sir. Any
 11 questions?
 12 Richard Moye.
 13 (Richard Moye sworn.)
 14 MR. BRISKE: Good morning, sir.
 09:26AM 15 MR. WOODWARD: I move that the panel take
 16 judicial notice of the witness's attire.
 17 MS. SINDEL: Mr. Wingate is up here
 18 pointing out that his team won and my team
 19 lost.
 20 (Laughter.)
 21 MR. WOODWARD: You were up early.
 22 MR. MOYE: I'm Richard Moye, 2872
 23 Sherrilane Drive, Cantonment, 32533. Several
 24 points these guys talked about -- I don't want
 09:26AM 25 to repeat them, but I'm with them.

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50

1 My concern is that, number one, you've set
 2 a precedent just last month. You've heard
 3 this case several times now. You said, you
 4 agreed, that we have rural property out there,
 09:26AM 5 small ranches and that's what should be built
 6 around. You've said this. But at the same
 7 time you also just set a precedent and that
 8 property right there on the opposite side of
 9 all of them that are the large size you've
 09:27AM 10 said four acres lot sizes, as well.
 11 This does not fit this process. We're
 12 concerned about the subdivision type of house
 13 being in the middle of all this farming
 14 situations and smells and issues and it's not
 09:27AM 15 going to be compatible. We ride our horses.
 16 These people aren't going to be happy and
 17 there will be too much concrete and pavement
 18 and everything else in there for riding.
 19 That other subdivision back there that was
 09:27AM 20 built with one acre and some a little larger
 21 was there in the old time and it is not
 22 developed with sidewalks and pavement and
 23 curbs and things like that. It's more
 24 amenable to us and riding.
 09:27AM 25 But the thing I would like to say, too, is

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51

1 you can't look at this and go and start
 2 counting up one-acre lots that are around.
 3 There's actually two lots sticking into this
 4 property that are one acre that the family
 09:28AM 5 that owned it stuck in here and tried to sell
 6 and sold them and you, the County, jumped in
 7 and said you can't do that anymore, because
 8 you need to develop and you need to fit what's
 9 out there. They blocked them from selling off
 09:28AM 10 anymore one-acre lots. You can't count that
 11 in this consideration because it was done
 12 incorrectly. So that's two of those one acres
 13 you throw out. Everything out here is large
 14 properties, folks.
 09:28AM 15 I'm very concerned about the liability
 16 issues that we as these owners are going to
 17 have and the complaints and the problems that
 18 you're going to create by allowing a one acre
 19 lot subdivision stuck in there. We never
 09:28AM 20 agreed to this either. This is some
 21 concoction done where they saw at the last
 22 meeting in the County that they don't have the
 23 ability to fix the lot size so this
 24 subrogation issue that you learned about,
 09:28AM 25 Ms. Davis, last time, that they can split this

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52

1 property down on the zoning because they're
 2 not going to use some of the -- part of the
 3 plot, you know, the large acreage. And they
 4 said, well, we need the lot one down from one
 09:29AM 5 acre because we don't have that. But we never
 6 agreed to that last time. We're back out here
 7 because this needs to be similar to everything
 8 else out there. People are not here this
 9 morning because they're elderly and they have
 09:29AM 10 to take care of livestock on a cold morning
 11 like this and they couldn't get out in this
 12 weather to get out here, so we have a lot of
 13 people that couldn't make it and had jobs to
 14 do at the beginning of the year.
 09:29AM 15 We expect zoning to protect our purchases
 16 and our lives, not to have to come up here
 17 month after month after month and fight for
 18 our situation here. These people are going to
 19 sell these lots, walk out of there, leave it
 09:29AM 20 like it is, take their money and we're left
 21 with destroyed property values. I know you
 22 don't care about values, you said that before,
 23 but I meant our lifestyle and everything,
 24 couple of these marks up here is lost. I'm
 09:29AM 25 worried about the environmental impact on that

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PLANNING BOARD REZONING HEARINGS - JANUARY 7, 2014

<p align="right">53</p> <p>1 swamp down there, as well.</p> <p>2 Our point, too, is, this is our only</p> <p>3 chance to fight this in the zoning laws. You</p> <p>4 can talk about what they will do later on the</p> <p>09:30AM 5 subdivision plannings and meetings and all</p> <p>6 this stuff. We don't have time to be up here</p> <p>7 as working taxpayers to be up here caretaking</p> <p>8 this situation after the zoning is passed on</p> <p>9 us. We need to protect ourselves right here.</p> <p>09:30AM 10 Thank you.</p> <p>11 MR. BRISKE: Thank you, Mr. Moye.</p> <p>12 Folks, is there anyone else who wishes to</p> <p>13 speak on this subject? I need you to get a</p> <p>14 form if you wish to speak. Anyone else from</p> <p>09:30AM 15 the public on this case?</p> <p>16 Hearing none, then we will hereby close</p> <p>17 the public comment portion of the meeting.</p> <p>18 (Conclusion of Public Comment.)</p> <p>19 MR. BRISKE: Mr. Page, if you will come</p> <p>09:30AM 20 back forward, please. Do you wish to present</p> <p>21 any additional information or cross-examine</p> <p>22 any of the speakers?</p> <p>23 MR. PAGE: Mr. Chairman, just a couple of</p> <p>24 comments on some of the notes that I've taken.</p> <p>09:31AM 25 The application process under 163 requires us</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p align="right">55</p> <p>1 There are seven active subdivision processes</p> <p>2 underway on that road right now. I'm not sure</p> <p>3 at what stage of presentation to the staff and</p> <p>4 to others. I am familiar with one that I'm</p> <p>09:32AM 5 working on that's 110 acres and it's going out</p> <p>6 in that direction because that's where the</p> <p>7 available land is. I certainly can understand</p> <p>8 the concerns about liability and so forth.</p> <p>9 Where I live we have horses. We ride them</p> <p>09:32AM 10 around in different areas and there are some</p> <p>11 concerns for that type of thing, but generally</p> <p>12 speaking those types of concerns in a</p> <p>13 presentation like this can become sometimes</p> <p>14 overheated.</p> <p>09:33AM 15 I can tell you, too, that compatibility in</p> <p>16 that area is one of the things that the County</p> <p>17 Commissioners, at least from my judgment</p> <p>18 hearing at the meeting, they were trying to</p> <p>19 make this more compatible in the sense that</p> <p>09:33AM 20 there are some areas that do not have the</p> <p>21 capability for a one acre subdivided lot and</p> <p>22 that's what the Board was attempting to do, to</p> <p>23 make the new subdivisions in that area</p> <p>24 actually have the same ability to divide as</p> <p>09:33AM 25 there are in other areas.</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>
<p align="right">54</p> <p>1 to present to this Board through our</p> <p>2 application process competent and substantial</p> <p>3 evidence basically covering the six criterion</p> <p>4 that you have shown overhead. A lot of the</p> <p>09:31AM 5 concerns, as has been pointed out at least</p> <p>6 three or four times this morning, are issues</p> <p>7 that are going to be design oriented and will</p> <p>8 be taken care of or at least brought up at a</p> <p>9 later time and the folks certainly would have</p> <p>09:31AM 10 an opportunity to come before that board and</p> <p>11 have their concerns shown and addressed and</p> <p>12 made a part of the record, as well.</p> <p>13 We talked about or heard some comments</p> <p>14 about drainage. We heard comments about</p> <p>09:31AM 15 traffic, about liability. We had one person</p> <p>16 to stand up and say that they were against</p> <p>17 subdividing this area down to smaller lots;</p> <p>18 however, in my particular case I might want to</p> <p>19 divide my acreage up so that I could have a</p> <p>09:32AM 20 family member live with me. I'm not sure how</p> <p>21 ingenious that objection would be to what</p> <p>22 we're attempting to do.</p> <p>23 I made a list here, Mr. Chairman, that the</p> <p>24 staff, at least some of them and maybe some of</p> <p>09:32AM 25 the folks in the audience are familiar with.</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p align="right">56</p> <p>1 I think that we probably could go anywhere</p> <p>2 in the county and find five and 10 acre tracts</p> <p>3 of land where folks have developed, you know,</p> <p>4 with their horses and barns and so forth and</p> <p>09:33AM 5 yet the new development coming in, people</p> <p>6 can't afford five, ten and 20 acre lots.</p> <p>7 Certainly I would suggest that five acres</p> <p>8 anywhere in the county today costs</p> <p>9 considerably more than it did sometime back.</p> <p>09:34AM 10 The marketplace is simply not working well for</p> <p>11 five-acre type development projects.</p> <p>12 But out of these subdivisions here I would</p> <p>13 say that probably they're going to be between</p> <p>14 450 and maybe as many as 525 new single-family</p> <p>09:34AM 15 residential lots developed out that area.</p> <p>16 Again, because that's where things are going.</p> <p>17 There are two sewer lines along either</p> <p>18 side of the road on 97. There's a 12 inch on</p> <p>19 one side, a 14 inch on the other, requires</p> <p>09:34AM 20 grounder pumps to be used, but, again, there</p> <p>21 is plenty of activity out that way in terms of</p> <p>22 development. And the notion that I bought out</p> <p>23 there and I always want it to be the same,</p> <p>24 things change whether we like it or not.</p> <p>09:35AM 25 Mr. Chairman, these changes are proposed using</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>

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57

1 the criteria or our application rather using
 2 the criteria that we have up here this
 3 morning. We presented that as competent and
 4 substantial. I heard a lot of opinion
 09:35AM 5 testimony this morning, but I don't believe I
 6 heard any expert testimony in any of those
 7 categories.
 8 So, Mr. Chairman, we think again we comply
 9 with all of the rules that the Board has set
 09:35AM 10 forth. Our application has been reviewed by
 11 your expert witness staff. They concur that
 12 we do comply with all of those and we would
 13 ask the same consideration in the Board's
 14 review of our application package. Thank you.
 09:35AM 15 MR. BRISKE: Thank you, Mr. Page.
 16 Board members, any questions at this
 17 point?
 18 Staff, do you have anything else to add?
 19 MR. LEMOS: No, sir.
 09:35AM 20 MR. WOODWARD: Mr. Chairman, I have a
 21 couple of comments here. I think it's one
 22 thing that we sometimes ignore is that the
 23 configuration of the state in which we live
 24 often restricts the direction in which our
 09:36AM 25 municipalities and cities grow. On the Gulf

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58

1 Coast you certainly can't grow south. On the
 2 East Coast you certainly can't grow east. So
 3 you have to grow some direction or the other.
 4 It almost goes without saying that some farms
 09:36AM 5 are going to become subdivisions. It just
 6 happens.
 7 The second thing is if these people have
 8 covenants running with the land we're not the
 9 hammer to enforce that covenant. There are
 09:36AM 10 probably 5,000 lawyers in this town of which
 11 maybe 50 or 100 of them are really conversant
 12 in the enforcement of covenants. If you don't
 13 enforce your covenant you've abandoned it.
 14 If you've got a covenant that says S, Y
 09:37AM 15 and Zeb, then you need to have somebody go
 16 apply that covenant through the courthouse to
 17 the offending party. Just because it says
 18 your house can't be painted red doesn't mean
 19 you can't paint it red unless somebody voices
 09:37AM 20 the reaction to the offense in the appropriate
 21 court.
 22 So we're not the place to talk about
 23 covenants because I just sat here and read
 24 about ten cases on covenants and I couldn't
 09:37AM 25 give anybody any legal advice on what

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59

1 covenants do. I'm more confused now than when
 2 I started. So you need to go talk to
 3 somebody, if you're really that concerned.
 4 And the findings here as I see them are
 09:37AM 5 consistent with what our charge is. Our
 6 charge is not to decide if your covenant is
 7 any good or it changes something else. I
 8 think we've been given the charge we've been
 9 given and the applicant and the agency have
 09:38AM 10 been totally in agreement that they have
 11 compliance with the statute here and I don't
 12 think we're given a choice.
 13 MS. SINDEL: Mr. Chair, I have concerns
 14 with Criterion (3) and Criterion (6). I
 09:38AM 15 understand that when we talk about compatible
 16 with surrounding uses oftentimes that's a red
 17 flag for us in the essence of is it like a
 18 commercial development trying to go into a
 19 residential. But all residential is not
 09:38AM 20 equal. Just because something is residential
 21 doesn't mean that it's compatible with
 22 surrounding use. The airport is a lovely
 23 example of even though people who buy into
 24 areas around the airport in various types of
 09:38AM 25 the subdivisions and housing around the

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60

1 airport still complain about the airport and I
 2 think from a compatibility issue, putting a
 3 subdivision that has a significantly higher
 4 density than what exists now may not exactly
 09:39AM 5 be compatible.
 6 I'm concerned about the development
 7 patterns. We do have -- it is correct, we
 8 can't grow into the water. We do tend to grow
 9 both from infill and north of our community.
 09:39AM 10 But growth has to be planned sustained growth.
 11 We are at some point going to have more
 12 commercial in the north end. We are going to
 13 have more schools and more residential.
 14 However, it doesn't mean that we overrun what
 09:39AM 15 we do have. It doesn't mean that we do away
 16 with large farms or small farms or AG. It
 17 doesn't mean that we wipe out an existing way
 18 of life just because there might be some
 19 opportunity now or in the future for a
 09:39AM 20 different type of residential growth. There
 21 has to be a balance. There has to be -- we
 22 can't do away with that type of residential
 23 that we have now.
 24 I do see a problem down the road for the
 09:40AM 25 county, particularly from code enforcement,

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PLANNING BOARD REZONING HEARINGS - JANUARY 7, 2014

61

1 when we start seeing issues where we have what
 2 we call traditional subdivision, maybe one
 3 house, you know, or multiple home per acre or
 4 one home per acre next to someone who does
 09:40AM 5 have ten, 20 acres or five acres and have
 6 different type of animals living there or
 7 they're growing. Just the fact that you grow
 8 agriculture you're going to have some issues
 9 with machinery.
 09:40AM 10 So personally I've read through the
 11 findings from staff and I can see how they
 12 came to their conclusion, but me personally I
 13 find issues with this request for rezoning
 14 based on Criterion (3) and (6).
 09:40AM 15 MR. BRISKE: Thank you, Ms. Sindel.
 16 I tend to agree with some of your
 17 comments. I do have a question for staff. In
 18 Criterion (3) we've addressed in the findings
 19 six improved agricultural residential parcels.
 09:41AM 20 Can you give me your best and clearest
 21 definition of what that means?
 22 MR. LEMOS: This is the actual designation
 23 that comes from the property appraiser.
 24 Agricultural usually they have just a
 09:41AM 25 single-family residence. They have

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62

1 agricultural activities within the parcel. It
 2 has a house. It has a road, you know, access
 3 to the house. That's what they consider
 4 agricultural. It's not just agricultural. It
 09:41AM 5 has some type of residence, some type of area
 6 where the single-family residence is located.
 7 MR. BRISKE: Would that be applied through
 8 the taxing authority such as they applied for
 9 an agricultural tax?
 09:41AM 10 MR. LEMOS: Absolutely. There is a
 11 difference between an agricultural only parcel
 12 and an improved agricultural, residential
 13 agricultural.
 14 MR. BRISKE: If I may -- Mr. Wingate, I'll
 09:42AM 15 get you next. I understand Mr. Woodward's
 16 comments. Yes, on the surface it does appear
 17 that all of the criterion are met. And I'm a
 18 property rights advocate. I believe in people
 19 being able to do what they want to do with
 09:42AM 20 their property, but I do have some real
 21 heartburn, just like Ms. Sindel, about
 22 Criterion (3) because when I look at the word
 23 proposed uses in the area, I look at is it
 24 compatible with the existing and proposed
 09:42AM 25 uses. It doesn't necessarily say is it

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63

1 compatible with existing and proposed zonings.
 2 It says uses. And that's where I start to
 3 think about what we're doing here, so I'm
 4 still thinking a little.
 09:42AM 5 I'll recognize Mr. Wingate and then
 6 Ms. Davis, please.
 7 Mr. Wingate.
 8 MR. WINGATE: Mr. Chairman, I was kind of
 9 looking at this real close and I was concerned
 09:43AM 10 in the surrounding areas of Pinebrook and this
 11 rezoning here. I would like to ask: How many
 12 acres is this?
 13 MR. JONES: I think it's like 20, I
 14 believe.
 15 UNIDENTIFIED SPEAKER: It's 47.9.
 16 MR. WOODWARD: How much is wetlands?
 17 UNIDENTIFIED SPEAKER: They said --
 18 MR. BRISKE: Hold on just a moment because
 19 we have to record the proceedings because this
 09:43AM 20 is a quasi-judicial hearing so it needs to be
 21 on the record.
 22 Horace.
 23 MR. JONES: I think it's approximately
 24 about 47 acres, I believe. There's a
 09:43AM 25 substantial amount of wetlands on the

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64

1 property.
 2 MR. LEMOS: The applicants have already
 3 done a survey. There was a survey provided by
 4 the applicant with this.
 09:44AM 5 Once again, we don't worry about wetlands
 6 right now at this level. We know they're
 7 there. They provided a survey saying there
 8 are wetlands on the southeast portion of this
 9 parcel. We won't get into reviewing that
 09:44AM 10 wetland inventory until they actually propose
 11 something on that parcel.
 12 MR. BRISKE: Mr. Wingate.
 13 MR. WINGATE: If it's single one-acre
 14 dwellings that are built on this it's probably
 09:44AM 15 less restrictive and probably end up being
 16 something like Pinebrook and will probably be
 17 like Sherrilane being a cross connector from
 18 297-A to 97 like it is now and it looks like
 19 it would end up being an isolated subdivision
 20 like we have many of them throughout the
 21 county. I've got a subdivision that's six or
 22 seven lots. It's 27 acres and it don't bother
 23 nobody. There are two other subdivisions
 24 adjoining it. Everything is different.
 09:45AM 25 I can see staff's recommendation and I'm

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65

1 going to have to go with the -- I know with
 2 the staff it seems as though they've done some
 3 hard research and I'm going to have to go with
 4 the way staff is thinking.
 09:45AM 5 MR. BRISKE: Thank you, Mr. Wingate.
 6 Ms. Davis.
 7 MS. DAVIS: Going back to Criterion Number
 8 (3), which is the one I have a problem with,
 9 the last section of it, which is not really a
 10 sentence, but six improved agricultural
 11 residential parcels, 10 vacant residential and
 12 35 single-family. What was the minimum
 13 acreage for each one of those?
 14 MR. JONES: In looking at those -- we
 09:45AM 15 looked at it very carefully because we do
 16 understand the concern of the citizens.
 17 MR. BRISKE: Microphone, Horace.
 18 MR. JONES: We looked at that very
 19 carefully. As a matter of fact, we had twice
 09:46AM 20 looked at this. When we looked at it, most of
 21 those homes out there in that area are one
 22 acre lot sizes. We do have some that go above
 23 that. And we looked at Pinebrook and most of
 24 those homes on Pinebrook are at least a
 09:46AM 25 minimum of one acre lot sizes and when we

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66

1 looked at it, it does. When we looked at it
 2 we looked at uses and zoning. We looked at
 3 the existing land uses for compatibility, as
 4 well as the surrounding area, the adjacent
 09:46AM 5 land. All of those things we look at when we
 6 are making our determination so that you can
 7 have the facts to make your decision.
 8 When we looked at Pinebrook, most of the
 9 lots out there are at least a minimum lot size
 09:46AM 10 of one acre.
 11 MR. TATE: That's the struggle, I think,
 12 with compatible uses, we're looking on one
 13 side of what's going on and sort of ignoring
 14 two sides. And they are. Half or more of the
 09:47AM 15 acres or the lots within 500 feet of this are
 16 an acre size lot.
 17 MR. JONES: One thing we need to
 18 understand is that the market is going to have
 19 to drive that. For example, if a subdivision
 09:47AM 20 is built, hopefully the citizens, the buyer,
 21 potential buyers, will do their due diligence
 22 and if they say they don't want to live by
 23 farms, they will make that decision. So a lot
 24 of the things we're looking at are
 09:47AM 25 speculative. We understand about the farm.

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67

1 That is going to be a decision that the
 2 potential buyers will have to make, as well.
 3 They're going to have to make that decision.
 4 Do we want to live out here and if we don't,
 09:47AM 5 then they won't make the choice of buying that
 6 particular lot.
 7 MS. DAVIS: Unfortunately, if you buy a
 8 lot out near NAS Pensacola and it's very close
 9 to the base and you know the planes are going
 09:48AM 10 to be there and the base has been there for
 11 more than 100 years, you still complain. They
 12 still complain about the noise and the planes
 13 flying.
 14 MR. WOODWARD: I live there. You get
 09:48AM 15 real, I mean, you move to the nuisance.
 16 MS. DAVIS: That's right.
 17 MR. BRISKE: Horace, I'm reluctant to get
 18 into a discussion about subdivisions because
 19 we don't know what the proposed use of the
 09:48AM 20 property is. However, I do have a question.
 21 On a property such as this because there's
 22 substantial wetlands, this would qualify for
 23 clustering of units based on the total
 24 acreage.
 09:48AM 25 MR. JONES: That is always an option with

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68

1 the understanding that those lots have got to
 2 be at least an acre. That is an option.
 3 Clustering could be to get away from the
 4 wetlands, but those lot sizes still have got
 09:48AM 5 to be one acre size and all of that will have
 6 to be -- they can't touch the wetlands. All
 7 of that will be open and protected. But if
 8 that's the case, it will be open space per se.
 9 MR. TATE: Right. You've got to be
 09:49AM 10 careful with that term clustering because
 11 people think we're going to -- and actually
 12 someone said that earlier, the very first
 13 speaker, could that end up reducing their lot
 14 size. That's not an allowable use within
 09:49AM 15 what's here. It is a physical one acre lot
 16 regardless of the roads, regardless of
 17 wetlands, regardless of a drainage pond, the
 18 lot itself --
 19 MR. JONES: Must be one acre.
 09:49AM 20 MR. TATE: That doesn't change these
 21 folks' opinion.
 22 MR. JONES: That's right. We're just
 23 saying what the --
 24 MR. TATE: But there's not going to be 20
 09:49AM 25 houses in quarter acre lots right next to each

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PLANNING BOARD REZONING HEARINGS - JANUARY 7, 2014

69

1 other with this big piece of property around
2 it.
3 MR. JONES: No, sir.
4 MR. BRISKE: I wanted to get that
09:49AM 5 clarified on the record as to how that is set
6 up.
7 Board members, additional discussion?
8 MR. WOODWARD: Call the question.
9 MR. BRISKE: The Chair will entertain a
09:50AM 10 motion.
11 (Motion by Mr. Wingate.)
12 MR. WINGATE: Mr. Chairman, I offer a
13 motion to recommend approval of the staff's
14 recommendation.
09:50AM 15 MR. BRISKE: Mr. Wingate, are you
16 accepting staff's Findings-of-Fact as part of
17 your motion?
18 MR. WINGATE: That's correct.
19 MR. BRISKE: We have a motion on the
09:50AM 20 floor. Is there a second?
21 MR. WOODWARD: Second.
22 MR. BRISKE: A motion and a second. Any
23 further discussion? All those in favor, say
24 aye.
25 (Board members vote.)

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70

1 MR. BRISKE: Opposed?
2 (Board members vote.)
3 MR. WOODWARD: Division of the house.
4 MR. JONES: Can we have a hands showing?
5 MR. BRISKE: All those in favor, raise
6 your hand, please.
7 (Mr. Wingate, Mr. Tate, Mr. Woodward and
8 Mr. Goodloe in favor.)
9 MR. BRISKE: Opposed?
10 (Ms. Sindel, Ms. Davis and Mr. Briske
11 opposed.)
12 MR. BRISKE: All right. So it passes four
13 to three.
14 (The motion passed four to three.)
09:50AM 15 MR. JONES: For the citizens, there will
16 be another opportunity to be heard at the
17 Board of County Commissioners meeting.
18 Please, those who spoke, many times you will
19 need to speak again at the Board of County
09:50AM 20 Commissioners meeting. You need to show up.
21 You need to speak again if you spoke at this
22 meeting.
23 MR. BRISKE: When is that meeting?
24 MR. JONES: That will be on February the
09:51AM 25 6th in the afternoon. Please show up if you

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71

1 want to make your voice again.
2 MR. BRISKE: Thank you for everyone who
3 has attended. We're going to take a very
4 brief five-minute recess here. I would ask
09:51AM 5 that you please come back exactly at 9:55 so
6 we can continue. Thank you.
7 (Break taken. Transcript continues on
8 Page 72.)
9 * * *
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72

1 * * *
2 CASE NO: Z-2013-27
3 Applicant: Marty Donovan, Agent for Betty Jean
4 Perkins, Owner
5 Address: 6111 West Nine Mile Road
6 From: R-R, Rural Residential District
(cumulative), Low Density
7 To: C-1, Re
(cumulative)
8
9
09:58AM 10 MR. BRISKE: We're going to go ahead and
11 move on. Hopefully, our other Board members
12 are making their way back here. I'm going to
13 go ahead and introduce our next case as we are
14 waiting for our Board members to return.
09:58AM 15 (Mr. Wingate, Mr. Woodward and Mr. Goodloe
16 not present.)
17 MR. BRISKE: Our next rezoning request
18 is -- we have four. Four is enough.
19 Our next case is Case Z-2013-27. And it
20 is requested by the applicant Marty Donovan,
09:58AM 21 who is the agent for Betty Jean Perkins, the
22 owner, 6611 West Nine Mile Road, from R-R to a
23 C-1.
24 Members of the Board, I'll ask if there's
09:59AM 25 been any ex parte communication between you,
the applicant, the applicant's agent,

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Planning Board-Rezoning

5. A.

Meeting Date: 01/07/2014
CASE : Z-2013-24
APPLICANT: Wiley C."Buddy" Page, Agent for Anthony J. Monti, Owner
ADDRESS: 2842 Nowak Dairy Rd
PROPERTY REF. NO.: 36-1N-31-2000-000-000 and 36-1N-31-1200-000-000
Mixed-Use Suburban,
FUTURE LAND USE: MU-S
DISTRICT: 5
OVERLAY DISTRICT: NA
BCC MEETING DATE: 02/06/2014

SUBMISSION DATA:

REQUESTED REZONING:

FROM:VAG-2, Villages Agricultural Districts Gross density (one du/five acres)

TO:V-1, Villages Single-Family Residential Gross density (one du/acre)

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan (CPP)FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and

intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to V-1 **is consistent** with the intent and purpose of Future Land Use category MU-S, as stated in CPP FLU 1.3.1; the MU-S FLU allowed uses and densities are compatible with the request. The proposal is also consistent with CPP FLU 1.5.3, as the parcels will be accessed using the existing public roads and if development occurs, the applicant may expand the use of utilities and service infrastructure.

CRITERION (2)

Consistent with The Land Development Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The requested V-1 uses and densities will be compatible with the existing conditions of the surrounding properties as allowed within the Land Development Code. In addition, the amendment would provide for comparable residential land uses reflecting the urban development patterns characteristic of the surrounding districts.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts VAG-2 and VR-1. Six improved agricultural residential parcels, 10 vacant residential and 35 single-family residences.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

Staff research found rezoning case Z-2013-04, presented to the Planning Board on 06/03/2013 with a request from VAG-2 to V-2. The V-2 request was turned down due to issues with allowed densities. There were no other compatible districts, at that time, that allowed for the requested 1 d.u./acre density. The Board of County Commissioners has since adopted an ordinance providing for a one acre minimum lot size, for new subdivisions, located within the V-1 zoning district.

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

A boundary survey presented by the applicant and sealed by POLY Surveying and Engineering, dated 02/26/2013 shows delineated **existing wetlands** on the subject properties, which may have an impact on the amount of land to be developed for any future projects. Further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would** result in a logical and orderly development pattern. The zoning district was modified, by recent changes in the Land Development Code, to accommodate new subdivisions with smaller one-acre lot sizes, while still providing an option for low density residential developments.

Attachments

Z-2013-24



ANDREA LN

VISTA LN

FOX QUARRY RD

MEANDER LN

HAMPSHIRE RD

TROUBLE LN

HADLEY LN

WENSEL DR

CARMODY HILL RD

ARGLE RD

PINEBROOK CIR

NOWAK DAIRY RD

S-HIGHWAY-97

HIGHWAY-297A

SHERRILANE DR

SANDICREST DR

SANDICREST DR

SUNDANCE LN

BYRON PL
MOUNTBATTEN DR

CREEKWOOD DR

DEVINE F

Z-2013-24 LOCATION MAP

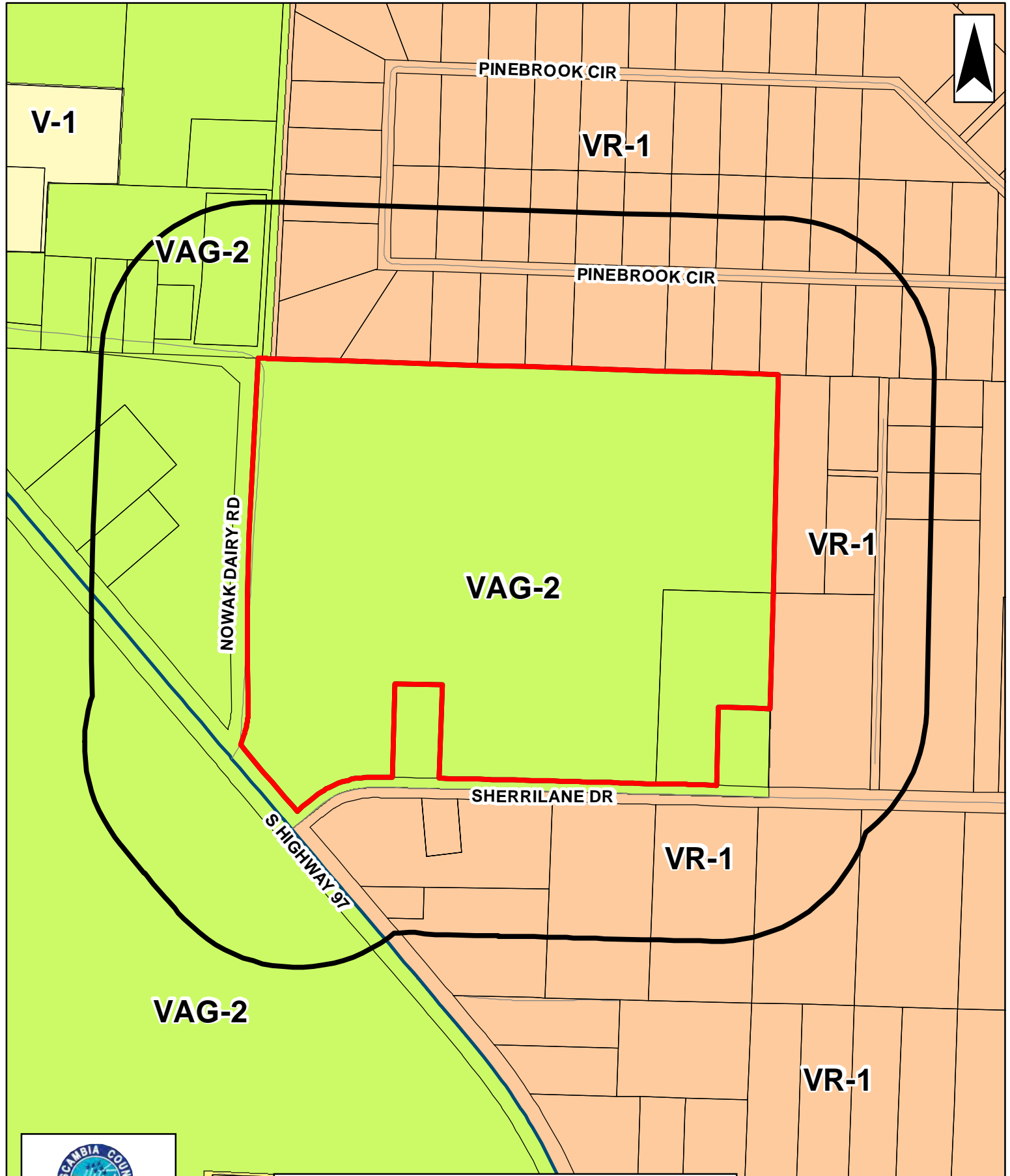
0 1,000 2,000 3,000
Ft

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.



V-1

VR-1

VAG-2

PINEBROOK CIR

NOWAK DAIRY RD

VAG-2

VR-1

SHERRILANE DR

VR-1

S HIGHWAY 97

VAG-2

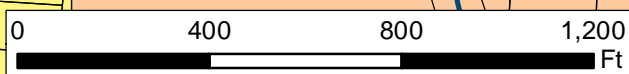
VR-1



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2013-24 500' RADIUS ZONING



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



MU-S

MU-S

PINEBROOK CIR

PINEBROOK CIR

NOWAK-DAIRY RD

MU-S

SHERRILANE DR

MU-S

S HIGHWAY 97

MU-S

MU-S



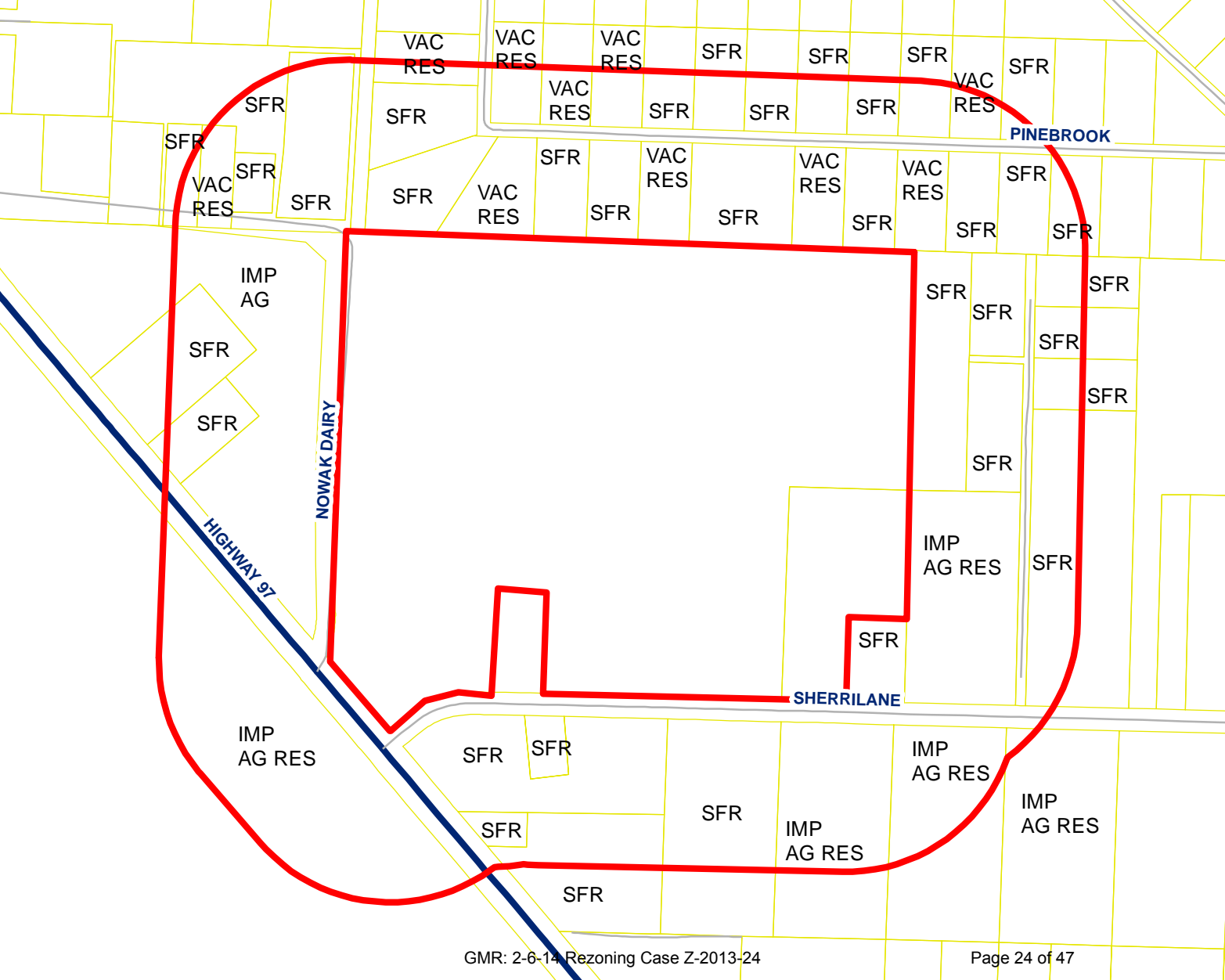
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2013-24 FUTURE LAND USE

0 400 800 1,200
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD





PINEBROOK CIR

SHERRILANE DR

S HIGHWAY 97



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2013-24 AERIAL MAP

0 300 600 900
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

 **NOTICE OF
PUBLIC HEARING
REZONING**

CASE NO.: Z-2013-24
CURRENT ZONING: VAG-2 PROPOSED ZONING: V-1

PLANNING BOARD

DATE: 01/07/14 TIME: 8:30 AM
LOCATION OF HEARING
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 02/06/14 TIME: 5:45 PM
LOCATION OF HEARING
ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

 **NOTICE OF
PUBLIC HEARING
REZONING**

CASE NO.: Z-2013-24
CURRENT ZONING: VAG-2 PROPOSED ZONING: V-1

PLANNING BOARD

DATE: 01/07/14 TIME: 8:30AM
LOCATION OF HEARING
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
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BOARD OF COUNTY COMMISSIONERS

DATE: 02/06/14 TIME: 5:45PM
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ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT

Public Hearing Sign on Hwy 97 and on Sherrilane



Looking Northwest along Hwy 97



Looking North into site



Looking Southwest to Sherrilane



Looking South

GMR: 2-6-14 Rezoning Case Z-2013-24



Looking East across Hwy 97

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES, LLC
5337 Hamilton Lane • Pace, Florida 32571

November 7, 2013
VIA HAND DELIVERY

Ms. Allyson Cain
Escambia County Planning Dept.
3363 West Park Place
Pensacola,, Florida 32505

**RE: Rezoning Request from VAG-2 to V-1
2842 Nowak Dairy Road
Pensacola, Escambia County, Florida
Parcel No. 1: 36-1N-31-2000-000-000
Parcel No. 2: 36-1N-31-1200-000-000**

Dear Ms. Cain:

Please find our attached application package requesting consideration for the following action:

- A. Rezone Parcel No. 1 from VAG-2 to V-1
- B. Rezone Parcel No. 2 from VAG-2 to V-1

Once the application is deemed complete we understand it will be scheduled and heard before the Planning Board on December 2, 2013. Please advise us if this date changes.

Thank you for your assistance in this matter and contact us if you have any questions or require anything further.

Sincerely yours,

Wiley C."Buddy" Page

copy: Clay Armstrong

ZONING • LAND USE • LITIGATION SUPPORT

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES, LLC
5337 Hamilton Lane • Pace, Florida 32571

Sept. 5, 2013
VIA HAND DELIVERY

Ms. Allyson Cain
Escambia County Planning Dept.
3363 West Park Place
Pensacola,, Florida 32505

**RE: Rezoning Request from VAG-2 to V-1
2842 Nowak Dairy Road
Pensacola, Escambia County, Florida
Parcel No. 1: 36-1N-31-2000-000-000
Parcel No. 2: 36-1N-31-1200-000-000**

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Please find our attached application package requesting consideration for the following action:

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Thank you for your assistance in this matter and contact us if you have any questions or require anything further.

Sincerely yours,



Wiley C. "Buddy" Page

copy: Clay Armstrong

ZONING • LAND USE • LITIGATION SUPPORT



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #:

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 36-1N-31-1200-000-000 & 36-1N-31-2000-000-000

Property Address: 2842 Nowak Dairy Road Pensacola, Florida

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- The necessary facilities or services are in place at the time a development permit is issued.
- A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS _____ DAY OF _____, YEAR OF _____.

Signature

Wiley C. "Buddy" Page agent

Printed Name

Date

11-7-13

Signature of Property Owner

Printed Name of Property Owner

Date

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 • FAX: (850) 595-3481

10/2012



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at NEAR NE CORNER OF SHERBIE LANE; Hwy 97 / Pensacola
Florida, property reference number(s) 34-IN-31-1200-000-000; 34-IN-32-2000-000-000

I hereby designate WILEY C. "BUDDY" PAGE for the sole purpose
of completing this application and making a presentation to the:

☒ Planning Board and the Board of County Commissioners to request a rezoning on the above
referenced property.

☐ Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this 17th day of Nov the year of,
2013, and is effective until the Board of County Commissioners or the Board of Adjustment has
rendered a decision on this request and any appeal period has expired. The owner reserves the right to
rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development
Services Bureau.

Agent Name: Wiley C. "Buddy" Page Email: budpage@mcbsi.com

Address: 2337 Hamilton Ln - Pace Phone: 850-232-9853

[Signature]
Signature of Property Owner

ANTHONY J MONTI JR
Printed Name of Property Owner

11/6/13
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Alabama

COUNTY OF Baldwin

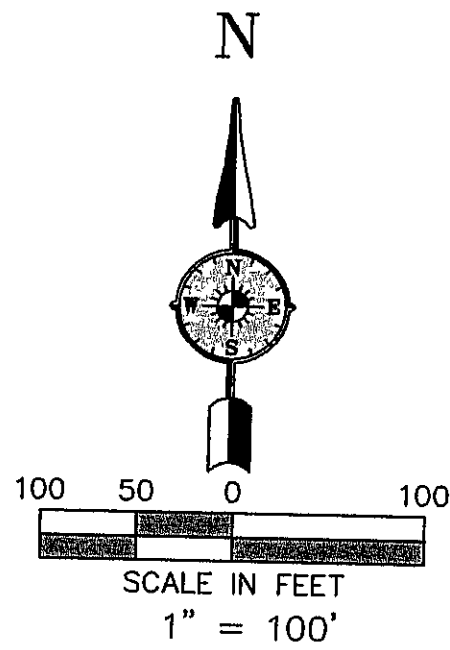
The foregoing instrument was acknowledged before me this 6th day of November 20 13
by Anthony J. Monti Jr.

Personally Known ☒ OR Produced Identification ☐ Type of Identification Produced: _____

[Signature]
Signature of Notary

Casi Callaway
Printed Name of Notary

(Notary Seal)



CURVE TABLE						
CURVE	CH BEARING	CH DIST	RADIUS	ARC LENGTH (A)	ARC LENGTH (R)	DELTA
C1	S 66°37'55" W	186.98'	262.53'	191.18'	191.10'	41°43'25"
C2	N 5°56'53" E	108.30'	304.79'	108.88'	108.94'	20°28'05"
C3	N 2°19'07" W	398.08'	5769.54'	398.16'	398.25'	3°57'14"
C4	S 41°37'57" E	339.70'	3769.83'	339.82'	339.82'	5°09'53"

LINE TABLE				
LINE	BEARING (A)	DISTANCE (A)	BEARING (R)	DISTANCE (R)
L1	S 87°09'26" W	43.38'	S 87°28'06" W	43.60'
L2	S 45°47'27" W	73.72'	S 45°46'49" W	50.00'
L3	N 16°07'29" E	55.59'	N 16°11'53" E	56.36'
L4	N 41°7'39" W	146.36'	N 41°6'49" W	146.32'
L5	N 88°01'14" E	21.77'	N 87°56'30" E	21.81'
L6	S 1°31'52" E	7.82'	S 1°05'50" E	7.89'

LEGEND

CT = CRIMP TOP IRON PIPE FOUND
OT = OPEN TOP IRON PIPE FOUND
CR1 = 1/2" CAPPED REBAR IRON FOUND (BUTLER)
CR2 = 1/2" CAPPED REBAR IRON FOUND (LANDS ENG LB # 6832)
CR3 = 1/2" CAPPED REBAR IRON FOUND (NEF ENG CORP # 4887)
CR4 = 1/2" CAPPED REBAR IRON FOUND (PGA)
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING
-X-X- = FENCE LINE
(R) = RECORD TIE TAKEN FROM DEED
(A) = ACTUAL MEASURED TIE
PRM = PERMANENT REFERENCE MONUMENT

NOTES

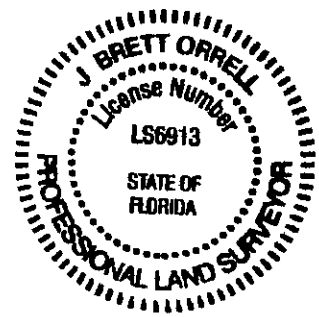
1. TYPE OF SURVEY: BOUNDARY
2. BEARING BASED ON AS-BUILT SURVEY BY BUTLER & ASSOCIATES OF PENSACOLA, DATED 07-02-2010 (NORTH REFERENCED AS PER RIGHT-OF-WAY LINE OF STATE ROAD S-97 BEARING S44°12'20"E)

P.O.C.
N.W. COR. OF SEC. 36
T-1-N, R-31-W
ESCAMBIA CO. FL.

N 87°56'30" E 178.16'
(RECORD TIE NOT CHAINED)

NOWAK DAIRY ROAD (RIGHT-OF-WAY VARIES)

STATE HIGHWAY 97 (100' RIGHT-OF-WAY)
(RECORD TIE NOT CHAINED)



P.O.B.

47.98 ACRES
NO IMPROVEMENTS SHOWN, IF ANY EXIST

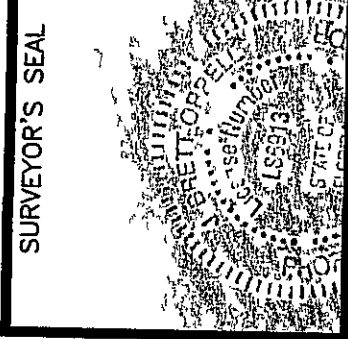
REFERENCE NO. 361N312000000000

REFERENCE NO. 361N311200000000

SHERRLANE DRIVE (66' RIGHT-OF-WAY)

BOUNDARY SURVEY
CANTONMENT, FL.

POLY SURVEYING ENGINEERING
MISSISSIPPI
588 JACKSON RD.
PHONE (228) 265-2343
FAX (228) 265-2737
E-MAIL: MAIL@POLYSURVEYING.COM
WWW.POLYSURVEYING.COM



REVISIONS
BOUNDARY
02-26-2013
DATE 02-05-2013
DATE SURVEYED 02-04-2013
SCALE 1"=100'
FILE 1301-091
S-(43)
DRAWN BY T.D.F.

SHEET NO.
1/1



Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **594063**

Date Issued. : 11/08/2013

Cashier ID : VHOWENS

Application No. : PRZ131100024

Project Name : Z-2013-24

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
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Check			
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	2455		
--	------	--	--

		\$2,117.50	
--	--	------------	--

			App ID : PRZ131100024
--	--	--	-----------------------

		\$2,117.50	
--	--	------------	--

			Total Check
--	--	--	-------------

Received From : DEVELOPMENT CONSULTING INC / BUDDY PAGE

Total Receipt Amount : **\$2,117.50**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
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PRZ131100024				
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	686127			
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		2,117.50		
--	--	----------	--	--

			\$0.00	
--	--	--	--------	--

				2842 Nowak Dairy RD, PENSACOLA, FL
--	--	--	--	------------------------------------

Total Amount :				
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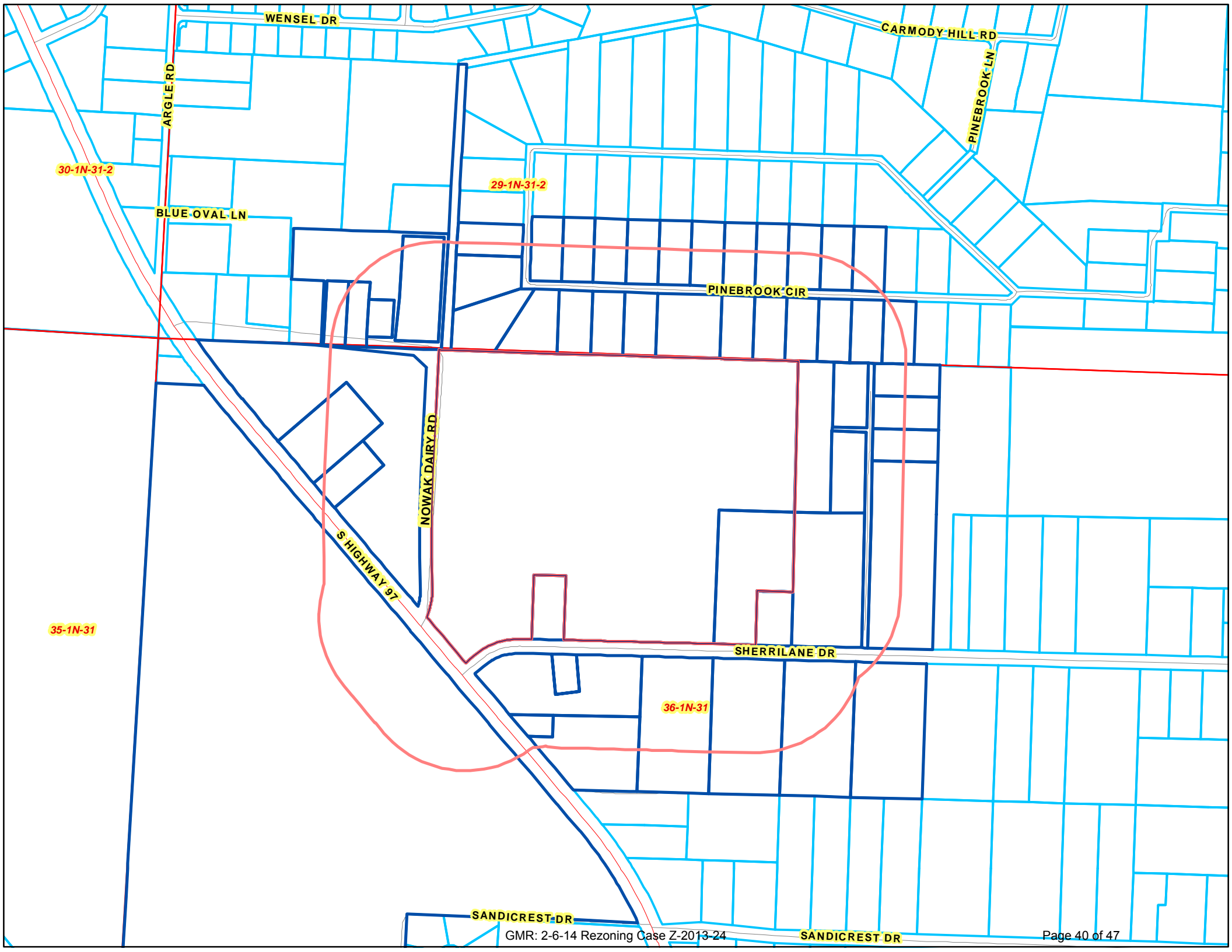
	2,117.50			
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		\$0.00		
--	--	--------	--	--

				Balance Due on this/these Application(s) as of 11/20/2013
--	--	--	--	--

OWNER	MAILADDRESS	MAILCITY	MAILSTATE	MAILZIP
HARRIS TODD R	2610 NOWAK DAIRY RD	CANTONMENT	FL	32533
HAUBRICH NICHOLAS R & ELLEN R	5975 ARCH AVE	PENSACOLA	FL	32526
KILPATRICK GREGORY E &	602 PINEBROOK CIR	CANTONMENT	FL	32533
MILLER JAMES R	618 PINEBROOK CIR	CANTONMENT	FL	32533
HESTER WILLIAM C &	634 PINEBROOK CIR	CANTONMENT	FL	32533
CRAWFORD FRANKLIN C &	650 PINEBROOK CIR	CANTONMENT	FL	32533
BENNEFIELD ROBERT M	664 PINEBROOK CIR	CANTONMENT	FL	32533
HOPE GEORGE III & MYNAM	6018 OAK HILL DR	AUSTELL	GA	30168
BROWN CHARLIE L & ROSE E	5518 SUNBURST LN	PENSACOLA	FL	32507
HALE ARTHUR & HALE MAGGIE	7781 CASTLEGATE DR	PENSACOLA	FL	32534
SEALE JAMES E &	1705 GARLIA CT	PENSACOLA	FL	32526
LEE RONALD J &	737 PINEBROOK CIR	CANTONMENT	FL	32533
MARKOWITZ JOHN P & CHERYL B	725 PINEBROOK CIR	CANTONMENT	FL	32533
MARKOWITZ JOHN &	725 PINEBROOK CIR	CANTONMENT	FL	32533
GRANAT CARTER S	697 PINEBROOK CIR	CANTONMENT	FL	32533
HOPKINS MARK A &	681 PINEBROOK CIR	CANTONMENT	FL	32533
BLANTON ALVIN &	9701 N OLD PALAFOX HWY	PENSACOLA	FL	32534
LINDHOLM JEFFREY L & REGINA F	7108 CEDAR RD	BOWIE	MD	20720
FELDMAN HAROLD P &	824 VALLEY RIDGE CIR	PENSACOLA	FL	32514
HARVEY ROBERT E JR	601 PINEBROOK CIR	CANTONMENT	FL	32533
THOMAS HOME CORPORATION	3158 GATEWAY LN	CANTONMENT	FL	32533
B & E HOLDINGS LLC	3000 W NINE MILE RD	PENSACOLA	FL	32534
KING FRED G & DARNEL M	553 PINEBROOK CIR	CANTONMENT	FL	32533
SMITH ALICE M	531 PINEBROOK CIR	CANTONMENT	FL	32533
JENKS THOMAS W &	2606 NOWAK DAIRY RD	CANTONMENT	FL	32533
JENKS CYNTHIA M &	2606 NOWAK DAIRY RD	CANTONMENT	FL	32533
JENKS THOMAS W	2606 NOWAK DAIRY RD	CANTONMENT	FL	32533
HURD PETER C & YUVONNE S	2662 SHERRILANE DR	CANTONMENT	FL	32533
CRAMER MARK A & MICHELLE L	2656 SHERRILANE DR	CANTONMENT	FL	32533
SCHAEFER THERESA F	3645 MOLAREE DR	PENSACOLA	FL	32503
BEATY KEVIN L &	1700 E HERNANDEZ ST	PENSACOLA	FL	32503
LAROSE ARTHUR J & MASAMI N	2646 SHERRILANE	CANTONMENT	FL	32533
HIGDON JERRY W JR	1971 JOSHUA DR	CANTONMENT	FL	32533
WARRIX SUN M	2642 SHERRILANE DR	CANTONMENT	FL	32533
STARATT JOANN Y	2662 SHERRILANE DR	CANTONMENT	FL	32533
THOMPSON JOANNA G LIFE EST	2780 HWY 97S	CANTONMENT	FL	32533
NOWAK JAMES E &	2664 SHERRILANE	CANTONMENT	FL	32533
AHALT SHANE A &	2634 SHERRILANE DR	CANTONMENT	FL	32533
HUDGENS JEFFREY D &	2700 SHERRILANE DR	CANTONMENT	FL	32533
BROWN SADIE I	2888 HWY 97 SOUTH	CANTONMENT	FL	32533
BROWN EDWARD D	2865 SHERRILANE	CANTONMENT	FL	32533
PYLE JAMES W & TITELLE C	2988 HWY 97 SOUTH	CANTONMENT	FL	32533
HENDERLY KARL F &	2715 SHERRILANE	CANTONMENT	FL	32533
FOX MERRIE S	2601 SHERRILANE DR	CANTONMENT	FL	32533
MCRAE T GREGORY & PATRICIA P	2950 HWY 97 S	CANTONMENT	FL	32533
NOWAK ETHEL PEACOCK	3160 SANDICREST DR	CANTONMENT	FL	32533

WELLS JAMES E & ROSE MARIE	2663 SHERRILANE DR	CANTONMENT	FL	32533
NOWAK ETHEL P	3160 SANDICREST DR	CANTONMENT	FL	32533
JENKS THOMAS WILLIAM II &	2612 NOWAK DAIRY RD	CANTONMENT	FL	32533





BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-7-2014

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2013-24

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

☒ In Favor ☐ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Lane *City, State, Zip: Pace, FL 32571

Email Address: budpage1@att.net Phone: 232-9853

Please indicate if you:

- ☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-7-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2013-24

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: JACK WALTERS

*Address: 3186 CREEKWOOD DR. *City, State, Zip: CANTONMENT

Email Address: _____ Phone: _____

Please indicate if you:

- ☐ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

Chamber Rules

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-7-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-24

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: Merric Fox

*Address: 2601 Sherrilane Dr *City, State, Zip: Cantonment FL 32533

Email Address: Bluezombie@yahoo.com Phone: 850-474-0204

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Meeting Date: 1-7-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z2013-24

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: Riley ROBINSON

*Address: 2560 SHERIDANE DR City, State, Zip: CANTONMENT FL 32533

Email Address: _____ Phone: 9822096

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/7/14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-24 OR

Regular Planning Board Meeting

Agenda Item Number/Description:

 In Favor ✓ Against

*Name: Jeanne Henderly

*Address: 2715 Sherrilane Dr *City, State, Zip: Cantonment, FL 32533

Email Address: Phone: 478-6054

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/7/14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-24

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: Karl E. Henderly

*Address: 2715 Sherrilane

*City, State, Zip: Cantonment, FL 32533

Email Address: _____

Phone: 448-6054

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-7-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2013-24

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

 In Favor X Against

*Name: Richard Moye

*Address: 2822 Shoreland Dr. *City, State, Zip: Centonment, FL 32533

Email Address: rmoye@panhandle.vv.com Phone: 850-679-4252

Please indicate if you:

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Z-2013-27

69

1 other with this big piece of property around
 2 it.
 3 MR. JONES: No, sir.
 4 MR. BRISKE: I wanted to get that
 09:49AM 5 clarified on the record as to how that is set
 6 up.
 7 Board members, additional discussion?
 8 MR. WOODWARD: Call the question.
 9 MR. BRISKE: The Chair will entertain a
 09:50AM 10 motion.
 11
 12 **VOID** rman, I offer a
 13 motion al of the staff's
 14 recommendation.
 09:50AM 15 MR. BRISKE: Mr. Wingate, are you
 16 accepting staff's Findings-of-Fact as part of
 17 your motion?
 18 MR. WINGATE: That's correct.
 19 MR. BRISKE: We have a motion on the
 09:50AM 20 floor. Is there a second?
 21 MR. WOODWARD: Second.
 22 MR. BRISKE: A motion and a second. Any
 23 further discussion? All those in favor, say
 24 aye.
 25 (Board members vote.)
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70

1 MR. BRISKE: Opposed?
 2 (Board members vote.)
 3 MR. WOODWARD: Division of the house.
 4 MR. JONES: Can we have a hands showing?
 5 MR. BRISKE: All those in favor, raise
 6 your
 7 **VOID** Mr. Woodward and
 8 Mr. C
 9 MR. BRISKE: Opposed?
 10 (Ms. Sindel, Ms. Davis and Mr. Briske
 11 opposed.)
 12 MR. BRISKE: All right. So it passes four
 13 to three.
 14 (The motion passed four to three.)
 09:50AM 15 MR. JONES: For the citizens, there will
 16 be another opportunity to be heard at the
 17 Board of County Commissioners meeting.
 18 Please, those who spoke, many times you will
 19 need to speak again at the Board of County
 09:50AM 20 Commissioners meeting. You need to show up.
 21 You need to speak again if you spoke at this
 22 meeting.
 23 MR. BRISKE: When is that meeting?
 24 MR. JONES: That will be on February the
 09:51AM 25 6th in the afternoon. Please show up if you
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71

1 want to make your voice again.
 2 MR. BRISKE: Thank you for everyone who
 3 has attended. We're going to take a very
 4 brief five-minute recess here. I would ask
 09:51AM 5 that you please come back exactly at 9:55 so
 6 we can continue. Thank you.
 7 (Break taken. Transcript continues on
 8 Page 72.)
 9 * * *
 10
 11
 12 **VOID**
 13
 14
 15
 16
 17
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 20
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 23
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72

1 * * *
 2 CASE NO: Z-2013-27
 3 Applicant: Marty Donovan, Agent for Betty Jean
 Perkins, Owner
 4
 Address: 6111 West Nine Mile Road
 5
 From: R-R, Rural Residential District
 6 (cumulative), Low Density
 7 To: C-1, Retail Commercial District
 (cumulative)
 8
 9
 09:58AM 10 MR. BRISKE: We're going to go ahead and
 11 move on. Hopefully, our other Board members
 12 are making their way back here. I'm going to
 13 go ahead and introduce our next case as we are
 14 waiting for our Board members to return.
 09:58AM 15 (Mr. Wingate, Mr. Woodward and Mr. Goodloe
 not present.)
 16 MR. BRISKE: Our next rezoning request
 17 is -- we have four. Four is enough.
 18 Our next case is Case Z-2013-27. And it
 19 is requested by the applicant Marty Donovan,
 09:58AM 20 who is the agent for Betty Jean Perkins, the
 21 owner, 6611 West Nine Mile Road, from R-R to a
 22 C-1.
 23 Members of the Board, I'll ask if there's
 24 been any ex parte communication between you,
 09:59AM 25 the applicant, the applicant's agent,
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PLANNING BOARD REZONING HEARINGS - JANUARY 7, 2014

	73	
1	attorney, witnesses, fellow Planning Board	
2	members or anyone from the general public	
3	prior to this hearing? Have you visited the	
4	subject site? Please also disclose if you are	
09:59AM 5	a relative or business associate of the	
6	applicant or the applicant's agent.	
7	Ms. Oram?	
8	MS. ORAM: No to all.	
9	MS. HIGHTOWER: No to all.	
09:59AM 10	MR. BRISKE: The Chairman. No to all.	
11	MR. TATE: No to all.	
12	MS. DAVIS: No to all.	
13	MS. SINDEL: No to all.	
14	MR. BRISKE: Staff, was notice of the	
09:59AM 15	hearing sent to all interested parties?	
16	MS. MALLORY: Yes, it was.	
17	MR. BRISKE: Was that notice also posted	
18	on the subject property?	
19	MS. MALLORY: Yes.	
09:59AM 20	MR. BRISKE: We will pick up when the	
21	other Board members return. Just to remind	
22	you, they have received the package ahead of	
23	time and have had adequate time to review it	
24	ahead of time, so they are very familiar with	
10:00AM 25	it.	
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	74	
1	We'll go ahead and present the maps and	
2	the photography for the case.	
3	(Presentation of Maps and Photographs.)	
4	MR. HOLMER: Once again, this is Case	
10:00AM 5	Z-2013-27, 6111 West Nine Mile Road. This is	
6	rezoning request from Rural Residential to	
7	C-1, Commercial, Retail Commercial.	
8	(Mr. Wingate and Mr. Goodloe enter.)	
9	MR. HOLMER: This is the location map. As	
10:00AM 10	you can see it's on West Nine Mile Road at the	
11	corner of Rebel Road. This is the 500-foot	
12	zoning map showing the zoning as Rural	
13	Residential. This is the Future Land Use Map	
14	for the site showing it to be Mixed Use	
10:00AM 15	Suburban. This the existing land use map.	
16	This is an aerial of the site. The 500-foot	
17	radius map for the postcard mailings. This is	
18	our mailing list.	
19	The public hearing sign posted on site	
10:01AM 20	there on Nine Mile Road.	
21	(Mr. Woodward enter.)	
22	MR. HOLMER: This is looking south from	
23	the edge of Nine Mile into the site. This is	
24	the westernmost portion of the site. There is	
10:01AM 25	a salon there. Now on the eastern corner this	
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	75	
1	is looking north across Nine Mile along Rebel	
2	Road. This is looking south across Nine Mile	
3	from the site. This is looking west along the	
4	front of the property on Nine Mile. This is	
10:01AM 5	vacant, what was a garage at one point, that's	
6	on the parcel on the easternmost portion of	
7	the parcel.	
8	MR. BRISKE: Is that it?	
9	MR. HOLMER: Yes, sir.	
10:01AM 10	MR. BRISKE: Mr. Goodloe, while you were	
11	out I did ask the Board members if there had	
12	been any ex parte communication between you,	
13	the applicant, agents, attorneys, general	
14	public or any other Planning Board member.	
10:02AM 15	Also if you have visited the subject site or	
16	if you're a business associate of any of the	
17	parties, would you please respond to that.	
18	MR. GOODLOE: No to all.	
19	MR. WOODWARD: My answers are the same.	
20	MR. BRISKE: The same, meaning?	
21	MR. WOODWARD: No to all.	
22	MR. BRISKE: Mr. Wingate, your answer to	
23	ex parte communication outside of this	
24	hearing?	
10:02AM 25	MR. WINGATE: No communication.	
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	76	
1	MR. BRISKE: Thank you.	
2	Mr. Donovan, if you will come forward,	
3	please. Good morning, sir. We'll have you	
4	sworn in.	
10:02AM 5	(Marty Donovan sworn.)	
6	MR. BRISKE: All right, sir, if you will	
7	please state your full name and address for	
8	the record.	
9	MR. DONOVAN: My name is Marty Donovan,	
10:02AM 10	223 Government Street, Pensacola, Florida	
11	32502.	
12	MR. BRISKE: Thank you, sir. Have you	
13	received a copy of the staff's hearing package	
14	and the Findings-of-Fact?	
10:03AM 15	MR. DONOVAN: Yes, I did.	
16	MR. BRISKE: Do you understand that it is	
17	your burden to provide substantial competent	
18	evidence that the zoning is consistent with	
19	the Comprehensive Plan, furthers the goals,	
10:03AM 20	objectives of that plan and is not in conflict	
21	with the Land Development Code?	
22	MR. DONOVAN: Yes, sir.	
23	MR. BRISKE: Thank you. You may proceed.	
24	MR. DONOVAN: I would like to start out by	
10:03AM 25	being qualified as an expert.	
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PLANNING BOARD REZONING HEARINGS - JANUARY 7, 2014

		77			79
	1	MR. BRISKE: Could you tell us which area?		1	(The motion carries unanimously.)
	2	MR. WOODWARD: Mr. Donovan, give us a		2	MR. BRISKE: The applicant's agent will be
	3	brief description of your experience.		3	qualified as an expert witness in the area of
	4	MR. DONOVAN: Yes, sir, I'll be happy to.		4	being a professional Realtor. Thank you, sir.
10:03AM	5	I'm a third generation Realtor. I'm the	10:05AM	5	MR. DONOVAN: Very briefly I would like to
	6	broker/owner of Donovan Realty, Inc. I've had		6	state that I had a reapplication meeting with
	7	a real estate license for 38 years here in the		7	Mr. Holmer and as a result of that meeting I
	8	local area. I'm licensed in Florida and		8	was convinced that we essentially met the
	9	Alabama. I've worked as a real estate		9	burden of all six criterion. And after that
10:03AM	10	appraiser, as well as a broker and I	10:05AM	10	meeting my client went forward and made the
	11	participate in all aspects of the real estate		11	application, paid the application fee, had a
	12	business, lease, developing, brokerage and		12	new survey done to meet all the requirements.
	13	appraising over that 38 years.		13	I would like to stipulate that we concur
	14	MR. WOODWARD: I have two more questions.		14	with the staff's findings on all six of the
10:04AM	15	Are you current on your continuing education?	10:06AM	15	criterion and I would like to elaborate
	16	MR. DONOVAN: Yes, sir.		16	particularly on Criterion (2), if I could.
	17	MR. WOODWARD: Have you testified as an		17	MR. BRISKE: Yes, sir.
	18	expert before before a panel like this or in		18	MR. DONOVAN: Criterion (2) is consistent
	19	court?		19	with the Land Development Code. This site,
10:04AM	20	MR. DONOVAN: Before the Court, yes, sir.	10:06AM	20	this corner, has been a commercial corner in
	21	MR. WOODWARD: I move that he be.		21	beautiful downtown Beulah, Florida since the
	22	MR. TATE: I have a couple of questions.		22	1940s. It goes way back. There was a grocery
	23	A point of clarification, when you're asking		23	store there with gas pumps from the forties.
	24	to be looked at as an expert, in what		24	Actually, that second building to the left was
10:04AM	25	capacity?	10:06AM	25	the old grocery store building that goes back
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		78			80
	1	MR. DONOVAN: In the capacity of		1	to the forties as shown in the photograph by
	2	representing my owner in this zoning request.		2	the staff.
	3	MR. TATE: Not as in a -- in land planning		3	The building to the right is obviously a
	4	or something like that, but just in regard to		4	garage. It was an auto repair and maintenance
10:04AM	5	your specialty in regard to real estate and	10:06AM	5	garage for many years there. The building
	6	the surrounding --		6	that the beauty shop is currently being
	7	MR. BRISKE: I think what he's getting at		7	operated in was a restaurant and a coffee
	8	is sometimes people come up and they want to		8	shop. So this 1.5 acre corner site on the
	9	be qualified as an engineer or that they're an		9	corner of Nine Mile Road and Rebel Road has
10:04AM	10	expert in land use and planning. It sounds	10:07AM	10	been used for commercial purposes going back
	11	like that you have expertise in property		11	to the 1940s to the present.
	12	appraising and general property knowledge. Is		12	So getting back to Criterion (2), I would
	13	that what you're asking to be qualified as?		13	certainly concur with the staff. And I quote:
	14	MR. DONOVAN: As an expert Realtor with		14	The proposed amendment would rectify the
10:04AM	15	broad experience in the real estate field.	10:07AM	15	current legal nonconforming use of the parcel.
	16	MR. BRISKE: So as a professional Realtor,		16	We've got Rural Residential zoning, which
	17	licensed Realtor?		17	was the zoning that was put on this property
	18	MR. DONOVAN: Yes.		18	and all the surrounding property back when
	19	MR. TATE: Second.		19	zoning was first initiated. Now, the owner of
10:05AM	20	MR. BRISKE: The motion stands and a	10:07AM	20	the property, Ms. Perkins, like so many people
	21	second. Any further questions? All those in		21	I find everyday, of course, when she asked me
	22	favor, say aye.		22	to take a look at her property and I told her,
	23	(Board members vote.)		23	I said, you're not zoned commercial, she said,
	24	MR. BRISKE: Opposed?		24	oh, yes, I am. It's always been commercial.
10:05AM	25	(None.)	10:08AM	25	Well, it has always been commercial, but it's
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PLANNING BOARD REZONING HEARINGS - JANUARY 7, 2014

81

1 always been zoned Rural Residential and she
 2 was unaware of that.
 3 That's why we're here. This has always
 4 been a commercial corner going back to
 10:08AM 5 anybody's memory, but it was zoned Rural
 6 Residential by the County and we are basically
 7 here to correct that and make the zoning
 8 conform with the use of the property.
 9 MR. BRISKE: Thank you. I'm glad that you
 10 brought up Criterion (2) because I had a
 11 question when I read my packet. This is
 12 directed at staff. It says: The proposed
 13 amendment can be consistent.
 14 We're not used to seeing that wording.
 10:08AM 15 We're used to seeing it is or it is not
 16 consistent, so I think we need to clarify that
 17 because the findings have to be reliable.
 18 MR. HOLMER: Certainly. There's a number
 19 of different --
 10:09AM 20 MR. WOODWARD: Mr. Donovan, is this the
 21 section of Nine Mile that's up for four lane
 22 right away or is this the one that's further
 23 out in the future?
 24 MR. DONOVAN: This is up for improvements,
 10:09AM 25 widening and widening of the shoulder. I

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82

1 think the actually four lane portion is back
 2 to the west of this, but this is going to be
 3 improved.
 4 MR. WOODWARD: So this is somewhere west
 10:09AM 5 of Pine Forest Road?
 6 MR. DONOVAN: Oh, it's way -- it's in
 7 Beulah.
 8 MR. TATE: Yes, to his question.
 9 MR. DONOVAN: Way west.
 10:09AM 10 MR. WOODWARD: I get nose bleed about
 11 Interstate 10.
 12 MR. BRISKE: Mr. Holmer.
 13 MR. HOLMER: Yes, sir. The reason for
 14 that, this is a somewhat unique parcel. In
 10:09AM 15 our consistency with the Land Development Code
 16 one of those things that stands out is spot
 17 zoning. Well, if we look at the overall area,
 18 would a piece of C-1 in that spot, in that
 19 area be a spot? Well, it could be.
 10:10AM 20 MR. BRISKE: Let's put up the zoning map
 21 while you're talking on that, please.
 22 MR. HOLMER: The issue -- how would I
 23 state it? It could be consistent. Once
 24 again, being unique in that it's been for all
 10:10AM 25 intents and purposes a commercial site since

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83

1 long before we had the code or the zoning map.
 2 The use is once again a legal nonconforming
 3 use. Our code gives us an allowance that,
 4 okay, if you're a legal nonconforming you are
 10:10AM 5 consistent, but at the same time, going to C-1
 6 would rectify that but it would make somewhat
 7 a spot zoning. We've got sort of a gray area
 8 there as far as that consistency as to which
 9 one this Board would wish to see carry more
 10 weight.
 10:11AM 10 MR. BRISKE: Now, I'll direct my question
 11 to Mr. Ryan. We're used to the findings, like
 12 I said, being definitive, either it is
 13 consistent or it isn't consistent. If the
 14 Board wishes to amend the findings, then we
 10:11AM 15 have the opportunity to do that. So I think
 16 we need to know in this case what position is
 17 the County taking as far as is it or is it not
 18 consistent.
 19 MR. ROSS: And that's something that I
 20 would defer to staff. I think the problem
 21 here is that the owner undoubtedly would not
 22 be subject to any code enforcement sanctions
 23 for operating a commercial business in
 24 residential zoning as we discussed because of
 10:11AM 25

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84

1 the grandfather nonconforming status. The
 2 issue is with that nonconforming status. It
 3 kind of remains particular to the use of the
 4 property. It prevents someone from expanding
 10:12AM 5 that commercial use, the issue that they're
 6 dealing with now.
 7 As far as the compatibility, I would defer
 8 the guys you've already tendered as experts in
 9 that field as far as the staff determination.
 10:12AM 10 I agree it's a fairly unique situation where
 11 they're saying it could be consistent.
 12 Drew?
 13 MR. HOLMER: Certainly. Once again, this
 14 is not the Board of Adjustment. It's the
 10:12AM 15 Planning Board. We aren't making a
 16 recommendation of yes or no. We're coming to
 17 this board saying here's this situation and in
 18 this case is a very unique situation and you
 19 guys make the recommendation. Our findings
 20 are there to be amended.
 21 MR. TATE: Ultimately it's up to us to
 22 say. We can accept yours, but we also have
 23 the ability to rewrite, change and modify.
 24 MR. ROSS: Exercise your quasi-judicial
 10:13AM 25 power. That's why we've given the Board that

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		85			87
	1	authority to make that, just as a fact finder		1	kind of getting together. That's going to be
	2	just like a court would be to determine		2	15,000 employees that's going to be employed
	3	whether it's consistent or not.		3	at the Navy Federal Credit Union and with some
	4	MR. TATE: Would this be the appropriate		4	other proposals that's happening with Air Bus
10:13AM	5	venue to reinstate our fine for cell phones --	10:15AM	5	and all that long range planning there, I
	6	MS. SINDEL: Ronnie Swaine's rule.		6	think it's very wise that the staff looks at
	7	MR. TATE: -- while we're in a		7	it is consistent with growth.
	8	quasi-judicial setting?		8	Sometimes we put growth behind and say,
	9	MR. BRISKE: Mr. Jones has probably		9	well, we can't do that because this is what we
10:13AM	10	violated that, as well.	10:15AM	10	did 30 years ago. We're not in 30 years.
	11	MR. TATE: We're sorry, sir, that actually		11	We're looking to 2030 when we're saying that
	12	goes to the doughnut fund.		12	this particular area is consistent with
	13	MR. WOODWARD: Well, I've already		13	commercial growth. All that's going to be
	14	contributed this morning, but...		14	mostly going commercial, even residential will
10:13AM	15	MR. TATE: In regards to, you know, where	10:16AM	15	be probably changing. We're seeing some
	16	it could be compatible, I just don't struggle		16	that's already changed. That's my comment.
	17	with it.		17	MR. BRISKE: Thank you, Mr. Wingate.
	18	MR. HOLMER: Staff could make an argument		18	Mr. Goodloe.
	19	in either direction because this is a unique		19	MR. GOODLOE: Yes, Mr. Chairman. I would
10:13AM	20	situation.	10:16AM	20	like to ask the staff that C-1 parcel that
	21	MR. TATE: Well, if you can make the		21	stood to the east of the property there, do we
	22	argument in either direction, it could be both		22	know when that was zoned C-1?
	23	then, as well.		23	MR. HOLMER: That's the original zoning on
	24	MR. HOLMER: Right.		24	the site.
10:14AM	25	MR. TATE: So we just need to make the	10:16AM	25	MR. TATE: That would be -- that would be
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		86			88
	1	determination as a Board.		1	a result of someone who actually came before
	2	MR. BRISKE: I would ask that when you		2	the Board and said I want this C-1 and that
	3	make your motion that you address Criterion		3	took place. That's not a reflection on the
	4	(2) which way that you feel is appropriate for		4	owners of the property that's there. They
10:14AM	5	your motion.	10:17AM	5	just simply --
	6	Mr. Wingate.		6	MR. HOLMER: They didn't make a request.
	7	MR. WINGATE: Mr. Chairman, sometimes it's		7	MR. TATE: Yeah, if you got there and said
	8	very important to drive out and look at the		8	this is what I want, that is what got hung on
	9	area and sometimes do on-site research. I		9	your property.
10:14AM	10	know Marty's been in the real estate business	10:17AM	10	MR. DONOVAN: Mr. Chairman, could I make
	11	from day one. But I was talking with the		11	one more comment?
	12	person that's connected with what's going to		12	MR. BRISKE: Absolutely.
	13	be happening on Nine Mile Road and Nine Mile		13	MR. DONOVAN: This situation in Beulah is
	14	Road is going to be five-laned all the way		14	not so unusual or unique. When zoning was
10:14AM	15	from 29 to 90 in the future. This is a person	10:17AM	15	instituted out there, very few people who had
	16	that's kind of in the know that understands		16	commercial uses on their sites came forward as
	17	with the credit union out there, with what's		17	evidenced by the old Beulah hardware store to
	18	happening, it's going to be happening and		18	the west which is now a general retail store.
	19	we're going to be getting a lot of requests		19	That's zoned Rural Residential. It's been a
10:15AM	20	for property change once they start	10:17AM	20	hardware store. It was a hardware store
	21	five-laning.		21	forever. There's a convenience store with gas
	22	They're already surveying. If you look up		22	pumps further to the west on the corner of
	23	and down Nine Mile you'll see survey stakes		23	Nine Mile Road and Bridlewood. That's an
	24	all over until they come together. So		24	existing nonconforming use. The Twin Gables
10:15AM	25	somewhere between Florida and Alabama it's	10:18AM	25	Restaurant to the west of that, they just went
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PLANNING BOARD REZONING HEARINGS - JANUARY 7, 2014

<p align="right">89</p> <p>1 through a rezoning change to reopen that</p> <p>2 because it sat vacant for many years, but that</p> <p>3 was always a restaurant. There's industrial</p> <p>4 uses there with Southern Erectors. They have</p> <p>10:18AM 5 their complex there and, of course, back to</p> <p>6 the east you've got a major convenience store,</p> <p>7 auto repair, an airfield, a new Dollar</p> <p>8 General. So Nine Mile Road is a major</p> <p>9 east/west commercial corridor. That's just</p> <p>10:18AM 10 what it is and the zoning, particularly in</p> <p>11 Beulah, doesn't reflect that because people</p> <p>12 for whatever reason didn't come forward and</p> <p>13 request something other than Rural Residential</p> <p>14 when the zoning was implemented.</p> <p>10:18AM 15 MR. WOODWARD: Hasn't it basically been an</p> <p>16 east/west arterial road for the last seventy</p> <p>17 years ever since it was built as the Highway</p> <p>18 90 bypass?</p> <p>19 MR. DONOVAN: Well, it has been the major</p> <p>10:19AM 20 arterial road, but as far as a major</p> <p>21 commercial corridor, it's probably in the last</p> <p>22 ten years that's been occurring.</p> <p>23 MR. BRISKE: Okay. Do you have any</p> <p>24 witnesses that you wanted to call before we</p> <p>10:19AM 25 let the staff go over the findings?</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p align="right">91</p> <p>1 MR. BRISKE: They are both in favor as</p> <p>2 indicated on their slip.</p> <p>3 MR. TATE: I'll just put this on the</p> <p>4 record. Mr. Donovan, we can as a Board, and</p> <p>10:20AM 5 based on where you're at and where staff is</p> <p>6 at, move forward with this without their</p> <p>7 testimony. That means at the BCC meeting they</p> <p>8 could not speak because they're not on record.</p> <p>9 MR. WOODWARD: Neither could anybody else.</p> <p>10:20AM 10 MR. TATE: That's correct. We're prepared</p> <p>11 to go forward with this based on where we're</p> <p>12 at now.</p> <p>13 MR. DONOVAN: Yes, sir. If there's nobody</p> <p>14 speaking in opposition I would be fine that</p> <p>10:20AM 15 they don't speak.</p> <p>16 MR. BRISKE: Let me just clarify with the</p> <p>17 audience. Is there anyone else in the</p> <p>18 audience that wishes to speak on this matter?</p> <p>19 The only folks are your two, which would be</p> <p>10:21AM 20 Betty Perkins and Marlin Elkins.</p> <p>21 MR. DONOVAN: Yes, sir.</p> <p>22 MR. TATE: As we did in the last case I'm</p> <p>23 wondering if staff can just read the</p> <p>24 conclusion.</p> <p>10:21AM 25 (Drew Holmer, previously sworn.)</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>
<p align="right">90</p> <p>1 MR. DONOVAN: Yes, sir, I've got</p> <p>2 Mrs. Perkins would like speak, as well as one</p> <p>3 of her neighbors.</p> <p>4 MR. BRISKE: Are they going to be</p> <p>10:19AM 5 witnesses that you call or are they going to</p> <p>6 speak in the public comment section?</p> <p>7 MR. DONOVAN: Advise me as to what would</p> <p>8 be preferable.</p> <p>9 MR. BRISKE: You're allowed to bring them</p> <p>10:19AM 10 up as witnesses and examine them, do a direct</p> <p>11 examination of them asking them questions and</p> <p>12 getting answers from them on the record or</p> <p>13 during the public comment portion they can</p> <p>14 come up and speak freely on their own.</p> <p>10:19AM 15 MR. DONOVAN: I think they're more than</p> <p>16 capable of speaking freely on their own.</p> <p>17 MR. TATE: Mr. Chairman, can I ask at this</p> <p>18 point, other than those individuals, is there</p> <p>19 anybody else that's here to speak?</p> <p>10:20AM 20 MR. BRISKE: We have Marlin Elkins and</p> <p>21 Betty Perkins.</p> <p>22 MR. DONOVAN: Those are my two, yes, sir.</p> <p>23 MR. BRISKE: That's the only two that I</p> <p>24 have at this point.</p> <p>10:20AM 25 MS. SINDEL: They're in support.</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p align="right">92</p> <p>1 MR. HOLMER: Yes, sir. The conclusion</p> <p>2 with the final criteria was that the function</p> <p>3 of Nine Mile Road as a commercial corridor is</p> <p>4 a mix of zoning and uses along its length.</p> <p>10:21AM 5 The proposed amendment could result in a</p> <p>6 logical and orderly development pattern along</p> <p>7 this arterial road serving as a primary</p> <p>8 east/west route.</p> <p>9 MR. TATE: Thank you.</p> <p>10:21AM 10 MR. BRISKE: Okay. The Chair will</p> <p>11 entertain a motion and please address that</p> <p>12 criterion to make it specific.</p> <p>13 MR. GOODLOE: Criterion (2).</p> <p>14 MR. BRISKE: Criterion (2).</p> <p>10:22AM 15 MS. DAVIS: Shouldn't it also be (6) since</p> <p>16 we're saying could result?</p> <p>17 MR. BRISKE: Yes. It would make it</p> <p>18 stronger, yes.</p> <p>19 MR. TATE: I'll be happy to make a motion,</p> <p>10:22AM 20 but I'm technically disconnected right now and</p> <p>21 I don't have it directly in front of me.</p> <p>22 MS. DAVIS: I'll make it.</p> <p>23 MR. BRISKE: Ms. Davis.</p> <p>24 (Motion by Ms. Davis.)</p> <p>10:22AM 25 MS. DAVIS: I proposed that we -- I move</p> <p align="center">850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>

93

1 that we accept the staff's Findings-of-Fact on
 2 Case Z-2013-27.
 3 And under Criterion (2), we accept that it
 4 is -- let me get down to it. It can be. We
 10:22AM 5 will change can to it is consistent.
 6 And under Criterion (6) that it will
 7 result in a logical and orderly development
 8 pattern.
 9 MR. BRISKE: So Ms. Davis's motion is to
 10:23AM 10 approve addressing Criterion (2) and Criterion
 11 (6), that it is consistent.
 12 MR. GOODLOE: Second.
 13 MR. BRISKE: A motion and a second. Any
 14 further discussion? Any discussion? All
 10:23AM 15 those in favor, please, say aye.
 16 (Board members vote.)
 17 MR. BRISKE: Opposed?
 18 (None.)
 19 MR. BRISKE: The motion carries
 10:23AM 20 unanimously. Good luck to you.
 21 (The motion passed unanimously.)
 22 MR. BRISKE: Is there any further business
 23 for the rezoning hearing today? Hearing none,
 24 the Chair will entertain a motion to adjourn.
 10:23AM 25 MS. SINDEL: So moved.

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94

1 MR. TATE: Second.
 2 MR. BRISKE: All those in favor, say aye.
 3 (Board members vote.)
 4 MR. BRISKE: We are adjourned. Thank you,
 10:23AM 5 Linda
 6 () gs concluded at 10:30
 7 a.m.)
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95

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 4 COUNTY OF ESCAMBIA
 5
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 7 Notary Public at Large in and for the State of
 8 Florida, hereby certify that the foregoing Pages 2
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 10 correct transcript of that said
 11 proceeding was taken verbatim, and
 12 transcribed by me, that I am not a
 13 relative or employee, or counsel of the
 14 parties, or relative or employee of such attorney or
 15 counsel, nor am I interested in this proceeding or
 16 its outcome.
 17 IN WITNESS WHEREOF, I have hereunto set my
 18 hand and affixed my official seal on 16th day of
 19 January 2014.
 20
 21
 22 LINDA V. CROWE, COURT REPORTER
 23 Notary Public - State of Florida
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Planning Board-Rezoning

5. B.

Meeting Date: 01/07/2014
CASE : Z-2013-27
APPLICANT: Marty Donovan, Agent for Betty Jean Perkins, Owner
ADDRESS: 6111 W. Nine Mile Road
PROPERTY REF. NO.: 06-1S-31-3401-002-001
MU-S, Mixed-Use
FUTURE LAND USE: Suburban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 02/06/2014

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-R, Rural Residential District (cumulative), Low Density

TO: C-1, Retail Commercial District (cumulative)

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan (CPP) Future Land Use Categories (FLU) 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 . The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Allowed uses include Residential, Retail and Services, Professional Office, Recreational Facilities, and Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote

the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to C-1 **is consistent** with the intent and purpose of Future Land Use category MU-S, Mixed Use Suburban as stated in CPP FLU 1.3.1; the densities and allowable uses are compatible to those provided for in the FLU category. The proposed amendment is consistent with the intent of CPP 1.5.3. as it does promote the efficient use of the existing roads and the established utilities infrastructure. While the uses in the proposed zoning category are allowed there would be limitations on the permitted residential density.

CRITERION (2)

Consistent with The Land Development Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

6.05.02. RR rural residential district (cumulative), low density.

A. Intent and purpose of district. This district is intended to be a single-family residential area of low density in a semi-rural or rural environment. This district is intended to provide a transition from urban to rural densities and agricultural uses. The maximum density is two dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in RR - rural residential areas located in the Airport/Airfield Environs.

6.05.14. C-1 Retail Commercial District (cumulative). This district is composed of lands and structures used primarily to provide for the retailing of commodities and the furnishing of selected services. The district provides for various commercial operations where all such operations are within the confines of the building and do not produce undesirable effects on nearby property. New residential uses located in a commercial FLU category are only permitted as part of a predominantly commercial development in accordance with Policy FLU 1.3.1 of the Comprehensive Plan.

7.20.05. Retail commercial locational criteria (AMU-2, C-1, VM-2).

A. Retail commercial land uses shall be located at collector/arterial or arterial/arterial intersections or along an arterial or collector roadway within one-quarter mile of the intersection.

B. They may be located along an arterial or collector roadway up to one-half mile from a collector/arterial or arterial/arterial intersection may be allowed provided all of the following criteria are met:

1. Does not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A or V-3);
2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8 and Article 7;
3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;

4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision.
5. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics.
- C. They may be located along an arterial or collector roadway more than one-half mile from a collector/arterial or arterial/arterial intersection without meeting the above additional requirements when one or more of the following conditions exists:
1. The property is located within one-quarter mile of a traffic generator or collector, such as commercial airports, medium to high density apartments, military installations, colleges and universities, hospitals/clinics, or other similar uses generating more than 600 daily trips; or
 2. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

7.01.06. Buffering between zoning districts and uses.

A. Zoning districts. The following spatial relationships between zoning districts require a buffer:

3. **C-1**, C-1PK, C-2 GBD or GMD districts, where they are adjacent to single-family or two-family districts (**RR**, SDD, R-1, R-1PK, R-2, R-2PK, R-3, V-1, V-2, V-3, V-5, VR-1, VR-2, PUD) or multiple-family and office districts (R-3PK, R-4, R-5, R-6, V-4, VM-1, VM-2, PUD), or agricultural districts (AG and VAG).

FINDINGS

The proposed amendment **can be consistent** with the intent and purpose of the Land Development Code. While this parcel isn't directly adjacent to commercial zoning, there are C-1 properties nearby and the mix of non-conforming uses in the area pre-date zoning. In addition, it does meet the locational criteria and the proposed amendment would rectify the current legal, non-conforming use of the parcel.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment is compatible with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts R-R and C-1. There were 12 single-family homes, six mobile homes, four vacant properties, one salon and one vacant commercial building.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

Staff found no changed conditions that would impact the amendment or property.

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils were not indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The function of Nine Mile Road as a commercial corridor is reflected in the mix of zonings and uses along its length. The proposed amendment could result in a logical and orderly development pattern along this arterial road serving as a primary east/west route.

Attachments

Z-2013-27



ALOHA LN

BOO LN

CATTLE DR

BRIDLEWOOD RD

SUWANEE RD

REBEL RD

BEULAH RD

DARLENE CIR

ARCHAVE



W-NINE-MILE-RD

CHESTER DR

WILD-ROSE LN

BEULAH CHURCH RD

MOBILE-HWY

TISDALE LN

REBEL ACRES LN

PHELPS LN

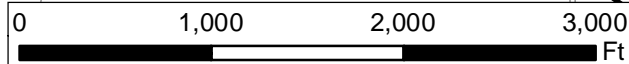
RED RD



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Andrew Holmer
Planning and Zoning Dept.

Z-2013-27 LOCATION MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



R-R

R-R

R-R

C-1

W NINE MILE RD

R-R

R-R

R-R

R-R

REBEL RD

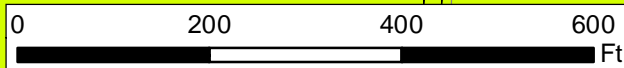
REBEL RD



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Planning and Zoning Dept.

Z-2013-27 500' RADIUS ZONING



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



MU-S

MU-S

MU-S

REBEL RD

W NINE MILE RD

MU-S

REBEL RD

MU-S

MU-S



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Z-2013-27 FUTURE LAND USE



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



W-NINE-MILE-RD

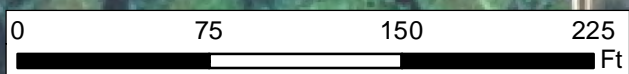
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Planning and Zoning Dept.

Z-2013-27 AERIAL MAP



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2013-27
CURRENT ZONING: RR PROPOSED ZONING: C-1

PLANNING BOARD

DATE: 01/07/14 TIME: 8:30 AM

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 02/06/14 TIME: 5:45 PM

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

PUBLIC NOTICE SIGN

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY



Looking North along Rebel Rd



Looking South across 9 Mile



Looking West along 9 Mile



Salon on site



Vacant Commercial on site

December 9, 2013

Ms. Allyson Cain
Urban Planner II
Development Services Department
Escambia County
3363 West Park Place
Pensacola, Fl. 32505

RE: Rezoning Application
Property Reference No: 06-1S-31-3401-002-001
6111 West Nine Mile Road
Pensacola, Fl. 32526

Dear Ms. Cain:

Attached is the rezoning application for the above referenced property from Rural Residential District (R-R) to Retail Commercial District (C-1).

Mr. Andrew Holmer, Senior Urban Planner, and owner's representative, Mr. Marty Donovan, had the pre-application meeting on December 4, 2013. During this meeting it was determined that the proposed rezoning complies with all six of the county's rezoning criteria.

It is significant to note that this property has always been utilized as a "commercial corner" in the Beulah community. There are three commercial buildings on the site with their most recent uses being an Automotive Repair Shop, a Neighborhood Grocery Store, and a Beauty Shop.

Please contact Marty Donovan, 850-382-6104, marty@donovanrealty.com, if you need any information not contained in this application.

Respectfully submitted,



Mrs. Betty Jean Perkins
Owner



Marty Donovan, Broker
Donovan Realty, Inc.
Owner's Agent



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for: _____

☐ Variance Request for: _____

☒ Rezoning Request from: R-R to: C-1

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: BETTY JEAN PERKINS Phone: 850 944-2155

Address: 1260 FRANK REEDER RD 32526 Email: NONE

☒ Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 6111 W NINE MILE RD. PENSACOLA, FL 32526

Property Reference Number(s)/Legal Description: 06-15-31-3401-002-001

SEE ATTACHED FOR LEGAL DESCRIPTION.

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

[Signature]
Signature of Owner/Agent

MARTY DONOVAN
Printed Name Owner/Agent

12/10/2013
Date

[Signature]
Signature of Owner

BETTY JEAN PERKINS
Printed Name of Owner

Dec 10, 2013
Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 10 day of December 20 13,
by Marty Donovan ; Betty Jean Perkins

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: _____

[Signature]
Signature of Notary
(notary seal must be affixed)

FAITH H WOODS
Printed Name of Notary

FOR OFFICE USE ONLY

CASE NUMBER: _____

Meeting Date(s): _____ Accepted/Verified by: _____ Date: _____

Fees Paid: \$ _____ Receipt #: _____ Permit #: _____

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #:

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 06-15-31-3401-002-001

Property Address: 6111 W. NINE MILE RD
PENSACOLA, FL 32526

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- The necessary facilities or services are in place at the time a development permit is issued.
- A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 10TH DAY OF DECEMBER, YEAR OF 2013.

✓ Betty Jean Perkins
Signature of Property Owner

BETTY JEAN PERKINS
Printed Name of Property Owner

Dec 10, 2013
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department
Escambia County, Florida

FOR OFFICE USE: _____

CASE #: _____

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 6111 W. NINE MILE RD PENSACOLA, FL 32526
Florida, property reference number(s) 06-15-31-3401-002-001

I hereby designate MARTY DONOVAN, DONOVAN REALTY, INC. for the sole purpose
of completing this application and making a presentation to the:

☒ Planning Board and the Board of County Commissioners to request a rezoning on the above
referenced property.

☐ Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this 10TH day of DECEMBER the year of,
2013, and is effective until the Board of County Commissioners or the Board of Adjustment has
rendered a decision on this request and any appeal period has expired. The owner reserves the right to
rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development
Services Bureau.

Agent Name: MARTY DONOVAN
DONOVAN REALTY, INC. Email: marty@donovanrealty.com
Address: 223 E. GOVERNMENT ST. Phone: 850 382-6104
PENSACOLA, FL 32502

Betty J. Perkins
Signature of Property Owner

BETTY JEAN PERKINS
Printed Name of Property Owner

Dec 10 2013
Date

Signature of Property Owner

Printed Name of Property Owner

Date

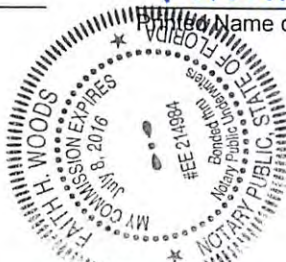
STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 10 day of December 20 13,
by Betty Jean Perkins.

Personally Known ☐ OR Produced Identification ☐ Type of Identification Produced: Fl. D.L

Faith H Woods
Signature of Notary

FAITH H WOODS
Printed Name of Notary

(Notary Seal)



3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #:

APPLICATION ATTACHMENTS CHECKLIST

- N/A 1. For BOA, original letter of request, typed or written in blue ink & **must** include the reason for the request and address all criteria for the request as outlined in LDC Article 2.05 (dated, signed & notarized – notarization is only necessary if an agent will be used).
- _____ 2. Application/Owner Certification Form - Notarized Original (page 1) (signatures of ALL legal owners or authorized agent are required)
- _____ 3. Concurrency Determination Acknowledgment form - Original (if applicable) (page 2)
- _____ 4. Affidavit of Owner & Limited Power of Attorney form - Notarized Original (if applicable) (page 3) (signatures of ALL legal owners are required)
- _____ 5. Legal Proof of Ownership (e.g. copy of Tax Notice or Warranty Deed). Include Corporation/LLC documentation or a copy of Contract for Sale if applicable.
- _____ 6. Legal Description of Property Street Address / Property Reference Number
- _____ 7. a. Rezoning: Boundary Survey of subject property to include total acreage, all easements, and signed & sealed by a surveyor registered in the state of Florida.
b. ~~BOA: Site Plan drawn to scale.~~
- _____ 8. For Rezoning requests: If the subject parcel does not meet the roadway requirements of Locational Criteria (Comprehensive Plan 7.A.4.13 & LDC 7.20.00.), a compatibility analysis to request a waiver or an exemption to the roadway requirements will need to be submitted as part of the application.
- N/A 9. Pre-Application Summary Form, Referral Form, Zoning Verification Request Form and/or copy of citation from Code Enforcement Department if applicable.
- _____ 10. Application fees. (See Instructions page for amounts) Payment cannot be accepted after **3:00pm**.

Please note: Forms with signatures dated more than sixty (60) days prior to application submittal will not be accepted as complete.

Please make the following three appointments with the Coordinator.

Appointment for pre-application meeting: _____

Appointment to turn in application: _____

Appointment to receive findings-of-fact: _____

Escambia County Tax Collector

Tax Record

Last Update: 12/9/2013 4:03:27 PM CST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

generated on 12/9/2013 4:03:26 PM CST
BETTY JEAN PERKINS
6111 W. NINE MILE RD.
32526

Account Number		Tax Type		Tax Year	
09-0292-000		REAL ESTATE		2013	
Mailing Address		Property Address			
PERKINS BETTY JEAN		6111 W NINE MILE RD			
7260 FRANK REEDER RD					
PENSACOLA FL 32526		GEO Number			
		061S31-3401-002-001			
Exempt Amount		Taxable Value			
See Below		See Below			
Exemption Detail		Millage Code		Escrow Code	
NO EXEMPTIONS		06			
Legal Description (click for full description)					
061S31-3401-002-001 6111 W NINE MILE RD BEG AT AN IRON ROD AT INTER OF					
E LI OF SE1/4 OF SW1/4 OF SEC AND N R/W LI OF NINE MILE RD W ALG R/W					
LI 313 07/100 FT N 00 DEG 46 MIN W 208 71/100 FT TO AN IRON ROD N 89					
DEG 47 MIN E See Tax Roll For Extra Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.6165	77,365	0	\$77,365	\$511.89
PUBLIC SCHOOLS					
By Local Board	2.2480	77,365	0	\$77,365	\$173.92
By State Law	5.3090	77,365	0	\$77,365	\$410.73
SHERIFF	0.6850	77,365	0	\$77,365	\$53.00
M.S.T.U. LIBRARY	0.3590	77,365	0	\$77,365	\$27.77
WATER MANAGEMENT	0.0400	77,365	0	\$77,365	\$3.09
Total Millage		15.2575	Total Taxes	\$1,180.40	
Non-Ad Valorem Assessments					
Code	Levyng Authority	Amount			
NFP	FIRE - 595-4960	\$112.00			
Total Assessments				\$112.00	
Taxes & Assessments				\$1,292.40	
If Paid By		Amount Due			
12/31/2013		\$1,253.63			
1/31/2014		\$1,266.55			
2/28/2014		\$1,279.48			
3/31/2014		\$1,292.40			
4/30/2014		\$1,331.17			
Prior Year Taxes Due					

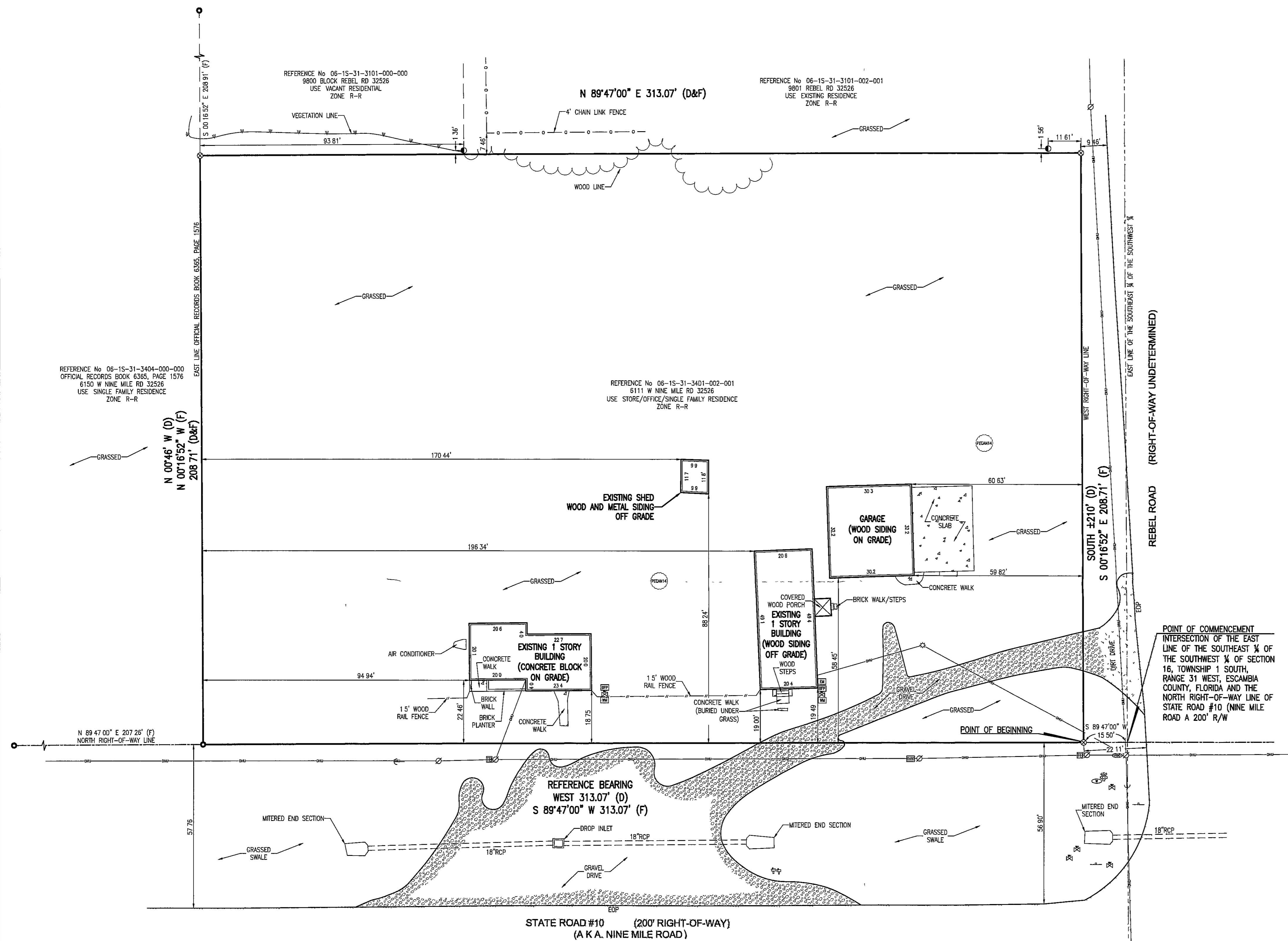
Legal Desc.

Last Update: 12/9/2013 5:04:24 PM

Ad Valorem Taxes and Non-Ad Valorem Assessments

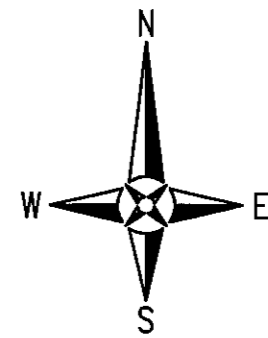
The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
09-0292-000	REAL ESTATE	2013
Legal Description (click for full description)		
BEG AT AN IRON ROD AT INTER OF E LI OF SE1/4 OF SW1/4 OF SEC AND N R/W LI OF NINE MILE RD W ALG R/W LI 313 07/100 FT N 00 DEG 46 MIN W 208 71/100 FT TO AN IRON ROD N 89 DEG 47 MIN E PARL TO SD R/W LI 313 07/100 FT MORE OR LESS TO W R/W LI OF COUNTY RD S ALG W R/W LI 210 FT MORE OR LESS TO N R/W LI OF NINE MILE RD W ALG N R/W LI OF HWY 15 5/10 FT MORE OR LESS TO POB OR 4114 P 1262 OR 6182 P 893		

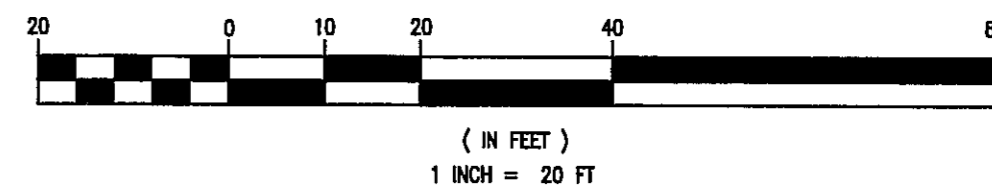


LEGEND

⊙	SET 1/2" CAPPED IRON ROD No 7916	⊙	BURIED WATER VALVE MARKER
○	FOUND 1/2" IRON ROD (UNNUMBERED)	☐	TELEPHONE BOX
⊙	FOUND 1/2" CAPPED IRON ROD (EMPIRE)	☐	ELECTRIC PANEL
—	DENOTES LINE SHOWN NOT TO SCALE	☐	ELECTRIC METER
—	CHAIN LINK FENCE	☐	BACKFLOW PREVENTER
—	WOOD RAIL FENCE	☐	WATER METER
—	OVERHEAD UTILITIES	☐	WATER VALVE
⊙	GUY ANCHOR	☐	FIRE HYDRANT
⊙	UTILITY POLE	⊙	TREE (SIZE AND TYPE NOTED)
⊙	LIGHT POLE	A K A	DENOTES ALSO KNOWN AS
⊙	SIGN	(D)	DENOTES DEED INFORMATION
⊙	MAIL BOX	EOP	DENOTES EDGE OF PAVEMENT
⊙	BURIED FIBER OPTIC CABLE MARKER	(F)	DENOTES FIELD INFORMATION
⊙	BURIED WATER VALVE MARKER	RCP	DENOTES REINFORCED CONCRETE PIPE



HORIZONTAL SCALE



DESCRIPTION OFFICIAL RECORDS BOOK 4114, PAGE 1262

BEGIN AT AN IRON ROD AT THE INTERSECTION OF THE E LINE OF THE SE 1/4 OF THE SW 1/4 OF SECTION 6, T1S, R31W, AND THE NORTH RIGHT-OF-WAY LINE OF FLORIDA STATE HIGHWAY #10 (NINE MILE ROAD), THENCE W ALONG SAID RIGHT-OF-WAY LINE 313.07 FEET, THENCE N 00° 46' W 208.71 FEET TO AN IRON ROD, THENCE N 89° 47' E PARALLEL TO SAID RIGHT-OF-WAY LINE 313.07 FEET MORE OR LESS TO THE WEST RIGHT-OF-WAY LINE OF A COUNTY ROAD, THENCE S ALONG SAID WEST RIGHT-OF-WAY LINE 210 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY LINE OF FLORIDA STATE HIGHWAY #10, THENCE W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHWAY 15.5 FEET MORE OR LESS TO THE POINT OF BEGINNING

MORE PARTICULARLY DESCRIBED AS FOLLOWS

DESCRIPTION AS PREPARED BY REBOL-BATTLE & ASSOCIATES

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND THE NORTH RIGHT-OF-WAY (R/W) LINE OF STATE ROAD #10 (NINE MILE ROAD A 200' R/W), THENCE PROCEED SOUTH 89° 47' 00" WEST ALONG SAID NORTH R/W LINE FOR A DISTANCE OF 15.50 FEET TO THE WEST R/W LINE OF REBEL ROAD (R/W UNDETERMINED) AND THE POINT OF BEGINNING, THENCE CONTINUE LAST COURSE PROCEED SOUTH 89° 47' 00" WEST ALONG SAID NORTH R/W LINE FOR A DISTANCE OF 313.07 FEET TO A CAPPED IRON ROD (STAMPED "ELSI") AT THE EAST LINE OF THE PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK (O.R.) 6365, AT PAGE 1576, OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, THENCE DEPARTING SAID NORTH R/W LINE, PROCEED NORTH 00° 46' WEST ALONG THE EAST LINE OF SAID O.R. 6365, PAGE 1576 FOR A DISTANCE OF 208.71 FEET, THENCE DEPARTING SAID EAST LINE, PROCEED NORTH 89° 47' 00" EAST FOR A DISTANCE OF 313.07 FEET TO THE AFORESAID WEST R/W LINE OF REBEL ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 4114, AT PAGE 1262, THENCE PROCEED SOUTH 00° 46' EAST ALONG SAID WEST R/W LINE FOR A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING LYING IN AND BEING A PORTION OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 1.50 ACRES MORE OR LESS

GENERAL NOTES:

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE DEED BEARING OF SOUTH 89° 47' WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF NINE MILE ROAD AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 4114, PAGE 1262, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION
- NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY
- THE DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 4114, AT PAGE 1262 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA HAS APPARENT ERRORS AND DOES NOT MATHEMATICALLY CLOSE, THEREFORE A NEW DESCRIPTION OF THE SUBJECT PROPERTY HAS BEEN WRITTEN BY REBOL-BATTLE & ASSOCIATES BASED UPON THE PREVIOUS DESCRIPTION
- VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON
- THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTERS
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C02706, EFFECTIVE DATE OF SEPTEMBER 29, 2006
- VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON
- VISIBLE UTILITIES ARE AS SHOWN HEREON UTILITIES OTHER THAN SHOWN WERE NOT FIELD LOCATED
- GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS
- THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP

SURVEYOR'S CERTIFICATE

THE SURVEY SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 & 5J-17.052 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF

BY Mark A. Norris
FLORIDA REGISTRATION No 6211

12/18/2013
DATE

BOUNDARY SURVEY

PREPARED FOR: MS BETTY JEAN PERKINS
REQUESTED BY: MR MARTY DONOVAN / DONOVAN REALTY

PROJECT NO: 2013 173
DRAWN BY: CBG
CHKD BY: MAN
SCALE: 1" = 20'
F B: 14-01
PG: 3-1
DATE: 12-12-2013

NO DATE APRR REVISION/ACTION TAKEN

NO	DATE	APRR	REVISION/ACTION TAKEN

6111 WEST NINE MILE ROAD

A PORTION OF
SECTION 6 TOWNSHIP 1 SOUTH
COUNTY ESCAMBIA
RANGE 31 WEST
STATE FLORIDA

NOT VALID WITHOUT THE
SIGNATURE AND SEAL
OF A FLORIDA REGISTERED
SURVEYOR
DATE: 12/18/2013
BY: Mark A. Norris

RBA
REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
201 N Ninth Avenue, Suite 300
Tallahassee, Florida 32301
Telephone 850 438 0400 Fax 850 438 0448
EB 00006627 LB 7916



**Development Services Department
Building Inspections Division**

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **596058**

Date Issued. : 12/10/2013

Cashier ID : KLHARPER

Application No. : PRZ131200027

Project Name : Z-2013-27

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
-------------------	--------------------	-------------	---------

Check

1533

\$1,270.50

App ID : PRZ131200027

\$1,270.50

Total Check

Received From : BETTY J PERKINS

Total Receipt Amount : **\$1,270.50**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
---------------	-----------	-------------	---------	-------------

PRZ131200027	688085	1,270.50	\$0.00	6111 W NINE MILE RD, PENSACOLA, FL, 32526
--------------	--------	----------	--------	---

Total Amount :

1,270.50

\$0.00

Balance Due on this/these
Application(s) as of 12/11/2013

PERKINS BETTY JEAN
7260 FRANK REEDER RD
PENSACOLA, FL 32526

MAINE JAMES M &
6270 W NINE MILE RD
PENSACOLA, FL 32526

MILLICAN EVA G
9811 REBEL RD
PENSACOLA, FL 32526

MULLINS LARRY W &
6260 W NINE MILE RD
PENSACOLA, FL 32526

BUFFKIN DWIGHT W
6140 W NINE MILE RD
PENSACOLA, FL 32526

KELLER TERRY A
6150 W NINE MILE RD
PENSACOLA, FL 32526

KELLER DAVID C & LOIS
6160 W NINE MILE RD
PENSACOLA, FL 32526

MILLICAN EVA
9811 REBEL RD
PENSACOLA, FL 32526

YOUNG ROGER H &
PO BOX 12345
PENSACOLA, FL 32591

COASTAL AIRPORT
6001 W NINE MILE RD
PENSACOLA, FL 325265252

US BANK NATIONAL ASSOCIATION
SUCCESSOR TRUSTEE
8521 FALLBROOK AVE
WEST HILLS, CA 91304

ELKINS MARLIN A TRUSTEE FOR
9725 REBEL RD
PENSACOLA, FL 32526

RAWSON JANICE L PADGETT
9801 REBEL RD # 2
PENSACOLA, FL 32526

BLEDSON LONNIE R & BETTY H
9806 REBEL RD
PENSACOLA, FL 32526

BARNES RAY M & SARA ANN
6030 W NINE MILE RD
PENSACOLA, FL 32526

SALADINO GARY & HAZEL
9804 REBEL RD
PENSACOLA, FL 32526

SHANHOLTZER YOLI
1242 GANGES TRL
GULF BREEZE, FL 32561

CORRIN ANN CARO
6131 W NINE MILE RD
PENSACOLA, FL 32526

FILES GREGORY S
9802 REBEL RD
PENSACOLA, FL 32526

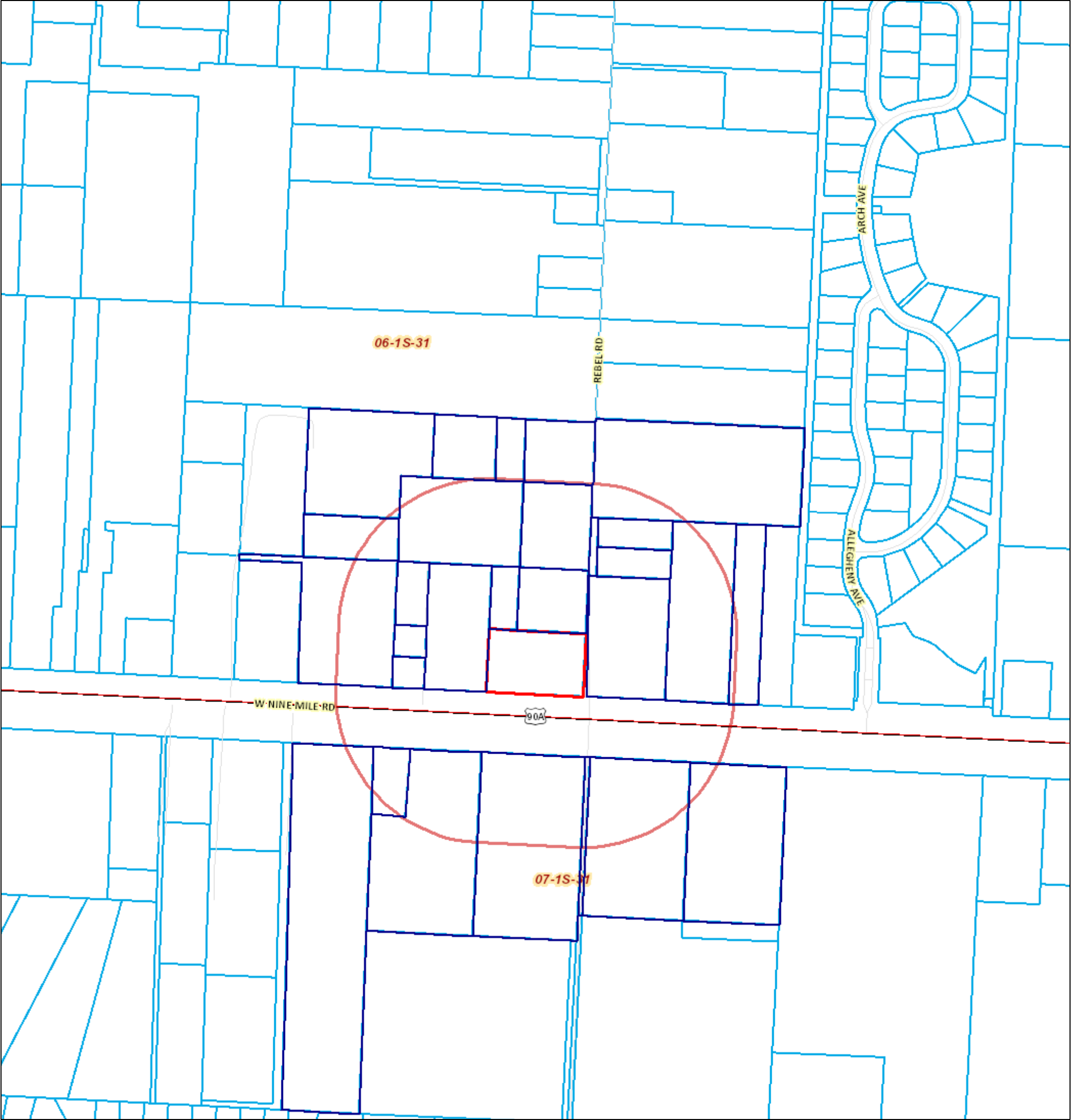
ROMINGER TERESA DARLENE
6177 W NINE MILE RD
PENSACOLA, FL 32526

COBB SHARON C &
6135 W NINE MILE RD
PENSACOLA, FL 32526

FIORENTINO ANTONY E
6001 W NINE MILE RD
PENSACOLA, FL 32526

CASSOUTT JAMES M & CINDY L
24091 COUNTY RD 83
ROBERTSDALE, AL 36567

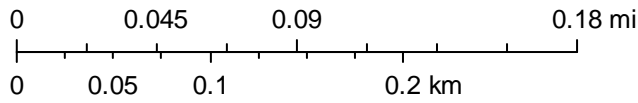
Chris Jones Escambia County Property Appraiser



December 11, 2013

1:3,905

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line





BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-7-14

Rezoning Quasi-judicial Hearing

Rezoning Case # 22013-27

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Betty PERKINS

*Address: 1260 FRANK REEDER Rd *City, State, Zip: Pen FLA 32526

Email Address: _____ Phone: 944-2755

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/7/2014

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-27 OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against _____

*Name: MARTY DONOVAN, OWNER'S AGENT

*Address: 223 E GOVT. ST *City, State, Zip: PENSACOLA, FL 32502

Email Address: MARTY@DONOVANREALTY Phone: 382-6104
.com

Please indicate if you:

- ☐ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

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BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

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(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Did not speak

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 1/9/14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-27

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

X In Favor _____ Against

*Name: MARLIN ELKINS

*Address: 9145 REBEL RS. *City, State, Zip: PENSACOLA, FL.

Email Address: _____ Phone: 944 2318

Please indicate if you:

- ☐ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

DID NOT
Speak

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-7-14

Rezoning Quasi-judicial Hearing

Rezoning Case # 22013-27

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Betty PERKINS

*Address: 1260 FRANK REEDER Rd *City, State, Zip: Pen FLA 32526

Email Address: _____ Phone: 944-2755

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
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(850) 595-3475 - Phone
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www.myescambia.com

DID NOT SPEAK

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/7/14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-27

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: MARLIN ELKINS

*Address: 9425 REBEL RD. *City, State, Zip: PENSACOLA, FL.

Email Address: _____ Phone: 944 2318

Please indicate if you:

- ☐ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

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7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

DID NOT SPEAK



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
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(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/7/2014

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-27 OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against _____

*Name: MARTY DONOVAN, OWNER'S AGENT

*Address: 223 E GOVT ST *City, State, Zip: PENSACOLA, FL 32502

Email Address: MARTY@DONOVANREALTY Phone: 382-6104
.com

Please indicate if you:

- ☐ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

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BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5627

Growth Management Report 15. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 02/06/2014

Issue: 5:45 p.m. - A Public Hearing - Amendment to the Official Zoning Map

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on January 7, 2014 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2013-24 and Z-2013-27 were heard by the Planning Board on January 7, 2014. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.: **Z-2013-24**
Address: 2842 Nowak Dairy Rd
Property Reference No.: 36-1N-31-2000-000-000
36-1N-31-1200-000-000
Property Size: 47.98 (+/-) acres
From: VAG-2, Villages Agricultural Districts Gross Density (one du/five acres)
To: V-1, Villages Single-Family Residential Gross Density (one du/per acre)
FLU Category: MU-S, Mixed-Use Suburban

Case No.: **Z-2013-27**
Address: 6111 W Nine Mile Rd
Property Reference No.: 06-1S-31-3401-002-001
Property Size: 1.55 (+/-) acres
From: R-R, Rural Residential District (cumulative), Low Density (2 du/acre)
To: C-1, Retail Commercial District (cumulative) (10 du/acre)
FLU Category: MU-S, Mixed-Use Suburban

Section 2. Severability.

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 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2012); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____ day of _____, 2014.

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

Lumon J. May, Chairman

**ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5611

Growth Management Report 15. 3.

BCC Regular Meeting

Public Hearing

Meeting Date: 02/06/2014

Issue: 5:46 p.m. - A Public Hearing - One Acre Lot Size Option for Rezonings

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 6.05.24

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Article 6.05.24.A to provide a one acre minimum lot size for new subdivisions in V-1 zoning.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2.08.04 (b) and F.S. 125.66(4)(b).

At the November 4, 2013 Planning Board Meeting, the Board recommended approval.

BACKGROUND:

At the BCC meeting on August 20th 2013, staff was directed to consider creating a zoning district that would provide an option for single-family residential with a minimum lot size of one acre. Through discussion at the September Planning Board meeting this proposed ordinance was developed as a way to provide that one acre option.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

Clean Ordinance

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.05.24.A, TO PROVIDE A ONE ACRE MINIMUM LOT SIZE FOR NEW SUBDIVISIONS IN V-1 ZONING; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business; *and*

WHEREAS, the intent of this Ordinance is to provide a one acre minimum lot size for new subdivisions in V-1 zoning.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Zoning Districts, Section 6.05.24, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.05.24. V villages single-family residential district.

V-1-- Villages single-family residential--Gross density (one unit per acre).

V-2-- Villages single-family residential--Gross density (two units per acre).

V-2A-- Villages single-family residential--Gross density (three units per acre).

V-3-- Villages single-family residential--Gross density (five units per acre).

These maximum densities may or may not be attainable based on other code provisions and site-specific conditions.

A. *Intent and purpose of V-1 through V-3 districts.* Single-family detached residential district characterized by urban land development patterns with residential subdivision densities varying from one unit per acre to five units per acre. Mobile homes are not allowed. No minimum lot size is required for new subdivisions with the exception of V-1, which has a minimum lot size of one acre, but development must meet overall maximum density requirements. V-2A may be used in any AIPD overlay area with a compatible future land use designation. Density will be determined by the accident potential zone density allowed for their property, not to

1 exceed three d.u./acre. In AIPD-2, density is limited to three d.u./acre. Refer to
2 article 11 for uses and densities allowed in V, villages single-family residential areas
3 located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs,
4 Zones, and Surfaces remain subject to the height definitions, height restrictions, and
5 methods of height calculation set forth in article 11.

6
7 **Section 2. Severability.**
8

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

13 **Section 3. Inclusion in Code.**
14

15 It is the intention of the Board of County Commissioners that the provisions of this
16 Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections,
17 subsections and other provisions of this Ordinance may be renumbered or re-lettered
18 and the word "ordinance" may be changed to "section," "article," or such other
19 appropriate word or phrase in order to accomplish such intentions.
20

21 **Section 4. Effective Date.**
22

23 This Ordinance shall become effective upon filing with the Department of State.
24

25 **DONE AND ENACTED** this _____ day of _____, 2014.
26

27 **BOARD OF COUNTY COMMISSIONERS**
28 **OF ESCAMBIA COUNTY, FLORIDA**
29

30 **By:** _____
31 **Lumon J. May, Chairman**
32

33 **ATTEST: PAM CHILDERS**
34 **Clerk of the Circuit Court**
35

36 **By:** _____
37 **Deputy Clerk**
38

39 **(SEAL)**
40

41 **ENACTED:**
42

43 **FILED WITH THE DEPARTMENT OF STATE:**
44

EFFECTIVE DATE:

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.05.24.A, TO PROVIDE A ONE ACRE MINIMUM LOT SIZE FOR NEW SUBDIVISIONS IN V-1 ZONING; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business; *and*

WHEREAS, the intent of this Ordinance is to provide a one acre minimum lot size for new subdivisions in V-1 zoning.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Zoning Districts, Section 6.05.24, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.05.24. V villages single-family residential district.

V-1-- Villages single-family residential--Gross density (one unit per acre).

V-2-- Villages single-family residential--Gross density (two units per acre).

V-2A-- Villages single-family residential--Gross density (three units per acre).

V-3-- Villages single-family residential--Gross density (five units per acre).

These maximum densities may or may not be attainable based on other code provisions and site-specific conditions.

A. *Intent and purpose of V-1 through V-3 districts.* Single-family detached residential district characterized by urban land development patterns with residential subdivision densities varying from one unit per acre to five units per acre. Mobile homes are not allowed. No minimum lot size is required for new subdivisions with the exception of V-1, which has a minimum lot size of one acre, but development must meet overall maximum density requirements. V-2A may be used in any AIPD overlay area with a compatible future land use designation. Density will be determined by the accident potential zone density allowed for their property, not to exceed three d.u./acre. In AIPD-2, density is limited to three d.u./acre. Refer to article 11 for uses and densities allowed in V, villages single-family residential areas

located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11.

Section 2. Severability.

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 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2014.

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

By: _____
Lumon J. May, Chairman

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5614

Growth Management Report 15. 4.

BCC Regular Meeting

Public Hearing

Meeting Date: 02/06/2014

Issue: 5:47 p.m. - A Public Hearing - Park Trailers as Temporary Guest Residences Due to Medical Hardship

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 2, Administration and 3, Definitions

That the Board of County Commissioners (BCC) review and adopt, an Ordinance to the Land Development Code (LDC) Articles 2, Administration and 3, Definitions, to add Park Trailers as guest residences due to medical hardship and to provide a definition for Park Trailer.

At the January 7, 2014 Planning Board Meeting, the Board recommended approval.

BACKGROUND:

The Board of Adjustments (BOA) is allowed to grant Conditional Use approval to allow mobile homes as guest residences due to medical hardship. Concerned citizens have requested that Park Trailer recreational vehicles also be allowed as an option under that conditional use. Through discussion at the December 2013, Planning Board meeting this proposed Ordinance was developed as a way to provide that option and to define Park Trailers.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Ryan Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

Clean Ordinance

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 2 "ADMINISTRATION," SECTION 2.05.06 TO INCLUDE PARK TRAILER AS A TEMPORARY GUEST RESIDENCE DUE TO MEDICAL HARDSHIP; AND AMENDING ARTICLE 3 "DEFINITIONS," SECTION 3.02.00 TO DEFINE PARK TRAILER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and *do business*; and

WHEREAS, the intent of this Ordinance is to define and add Park Trailers as temporary guest residences due to medical hardship.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 2, "Administration," Section 2.05.06, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

2.05.06. Temporary use of a mobile home or park trailer as a guest residence due to medical hardship. The BOA is authorized to hear and approve requests for the temporary use of a mobile home or park trailer as a guest residence due to medical hardship, in certain zoning districts as set forth in section 6.04.10.A. of this Code, due to medical hardship, as specifically authorized in this Code, following notice and a public hearing. After reviewing evidence provided by the applicant and testimony from the applicant, staff, and other parties with an interest in real property located within a 500-foot radius from the subject property, the BOA shall make written findings, based on competent substantial evidence, certifying compliance with the following specific requirements governing this use:

A. The need for medical care must be certified in writing by a physician licensed in the State of Florida stating the medical hardship and specifying the extent of the need for in-house medical care and approximate length of time for the in-house medical need.

1 B. A mobile home or park trailer for temporary use shall not exceed 1,280
2 square feet in size.

3 C. Both the primary residence and the mobile home or park trailer must be
4 located on a parcel with the same property identification number.

5 D. Either the caregiver and their immediate family, or the person in need of
6 medical care may occupy the mobile home or park trailer.

7 E. To avoid overcrowding on a parcel, the minimum lot size for the primary
8 dwelling and mobile home or park trailer shall be one-quarter acre in all zoning
9 districts for those parcels utilizing public sewer, as long as lot coverage and
10 setback requirements of the relevant zoning district are met. For those parcels
11 utilizing septic tanks, the minimum lot size shall be one-half acre, as long as lot
12 coverage and setback requirements of the relevant zoning district are met.

13 F. The mobile home or park trailer must have available adequate water, sewer
14 (septic tank), solid waste removal, and electric service. The building inspections
15 department shall inspect the utility connections and shall verify that the mobile
16 home or park trailer complies with hurricane safety requirements.

17 G. A survey or site plan is required and must be drawn to scale and show the
18 location of all existing structures, the proposed location of the mobile home or
19 park trailer, and all required setback distances.

20 H. Once the mobile home or park trailer is placed upon the property, the wheels
21 and axles shall not be removed, and no building permit shall be approved for
22 additions to the mobile home or park trailer, except for handicapped access
23 ramps.

24 I. The BOA shall determine that the temporary use is the minimum necessary to
25 afford relief due to a medical hardship as defined in article 3.

26 J. The BOA shall make a compatibility finding that the temporary use will not
27 have an adverse impact on the use of surrounding properties.

28 K. The temporary use of a mobile home or park trailer as a guest residence due
29 to medical hardship may be initially granted for a period of up to two years. One
30 additional extension of up to two years may be granted by the BOA based on a
31 physician's confirmation of the continuation of the hardship, and a finding of no
32 changed circumstances, which would alter prior findings made by the BOA, filed

1 prior to the two-year expiration date. The fee for notice, signage, and legal
2 advertisement requirements shall apply to such extensions.

3 L. When the medical hardship ends, or an extension is denied, or upon
4 expiration of the initial approval, or upon expiration of the additional two-year
5 extension, the mobile home or park trailer must be removed from the site within
6 60 days. Thereafter, code enforcement procedures will be instituted against the
7 property owner to remove the mobile home or park trailer. Only the BOA, based
8 on competent and substantial evidence or just cause, may extend the 60-day
9 period.

10 M. Prior to the placement of the mobile home or park trailer on the property, the
11 owner of the parcel shall execute a "hold harmless agreement" acknowledging
12 the county's right to remove the mobile home or park trailer at the owner's
13 expense if the owner, or his or her heirs and assigns, fail to remove the mobile
14 home or park trailer within the specified 60-day time period or extended period.

15
16 **Section 2.** Part III of the Escambia County Code of Ordinances, the Land Development
17 Code of Escambia County, Article 3, "Definitions," Section 3.02.00, is hereby amended
18 as follows (words underlined are additions and words ~~stricken~~ are deletions):

19
20 *Park Trailer.* As defined in F.S. § 320.01, a transportable unit which has a body width
21 not exceeding 14 feet and which is built on a single chassis and is designed to provide
22 seasonal or temporary living quarters when connected to utilities necessary for
23 operation of installed fixtures and appliances. The total area of the unit in a setup mode,
24 when measured from the exterior surface of the exterior stud walls at the level of
25 maximum dimensions, not including any bay window, does not exceed 400 square feet
26 when constructed to ANSI A-119.5 standards, and 500 square feet when constructed to
27 United States Department of Housing and Urban Development Standards. The length of
28 a park trailer means the distance from the exterior of the front of the body (nearest to
29 the drawbar and coupling mechanism) to the exterior of the rear of the body (at the
30 opposite end of the body), including any protrusions.

31
32 **Section 3. Severability.**

33
34 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
35 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
36 affect the validity of the remaining portions of this Ordinance.

37
38 **Section 4. Inclusion in Code.**

1
2 It is the intention of the Board of County Commissioners that the provisions of this
3 Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections,
4 subsections and other provisions of this Ordinance may be renumbered or re-lettered
5 and the word "ordinance" may be changed to "section," "article," or such other
6 appropriate word or phrase in order to accomplish such intentions.
7

8 **Section 5. Effective Date.**
9

10 This Ordinance shall become effective upon filing with the Department of State.
11

12 **DONE AND ENACTED** this _____ day of _____, 2014.
13

14 **BOARD OF COUNTY COMMISSIONERS**
15 **OF ESCAMBA COUNTY, FLORIDA**
16

17 **By:** _____
18 **Lumon J. May, Chairman**
19

20 **ATTEST: PAM CHILDERS**
21 **Clerk of the Circuit Court**
22

23 **By:** _____
24 **Deputy Clerk**
25

26 **(SEAL)**
27

28 **ENACTED:**
29

30 **FILED WITH THE DEPARTMENT OF STATE:**
31

EFFECTIVE DATE:

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 2 "ADMINISTRATION," SECTION 2.05.06 TO INCLUDE PARK TRAILER AS A TEMPORARY GUEST RESIDENCE DUE TO MEDICAL HARDSHIP; AND AMENDING ARTICLE 3 "DEFINITIONS," SECTION 3.02.00 TO DEFINE PARK TRAILER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and *do business*; and

WHEREAS, the intent of this Ordinance is to define and add Park Trailers as temporary guest residences due to medical hardship.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 2, "Administration," Section 2.05.06, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

2.05.06. Temporary use of a mobile home or park trailer as a guest residence due to medical hardship. The BOA is authorized to hear and approve requests for the temporary use of a mobile home or park trailer as a guest residence due to medical hardship, in certain zoning districts as set forth in section 6.04.10.A. of this Code, due to medical hardship, as specifically authorized in this Code, following notice and a public hearing. After reviewing evidence provided by the applicant and testimony from the applicant, staff, and other parties with an interest in real property located within a 500-foot radius from the subject property, the BOA shall make written findings, based on competent substantial evidence, certifying compliance with the following specific requirements governing this use:

A. The need for medical care must be certified in writing by a physician licensed in the State of Florida stating the medical hardship and specifying the extent of the need for in-house medical care and approximate length of time for the in-house medical need.

B. A mobile home or park trailer for temporary use shall not exceed 1,280 square feet in size.

- C. Both the primary residence and the mobile home or park trailer must be located on a parcel with the same property identification number.
- D. Either the caregiver and their immediate family, or the person in need of medical care may occupy the mobile home or park trailer.
- E. To avoid overcrowding on a parcel, the minimum lot size for the primary dwelling and mobile home or park trailer shall be one-quarter acre in all zoning districts for those parcels utilizing public sewer, as long as lot coverage and setback requirements of the relevant zoning district are met. For those parcels utilizing septic tanks, the minimum lot size shall be one-half acre, as long as lot coverage and setback requirements of the relevant zoning district are met.
- F. The mobile home or park trailer must have available adequate water, sewer (septic tank), solid waste removal, and electric service. The building inspections department shall inspect the utility connections and shall verify that the mobile home or park trailer complies with hurricane safety requirements.
- G. A survey or site plan is required and must be drawn to scale and show the location of all existing structures, the proposed location of the mobile home or park trailer, and all required setback distances.
- H. Once the mobile home or park trailer is placed upon the property, the wheels and axles shall not be removed, and no building permit shall be approved for additions to the mobile home or park trailer, except for handicapped access ramps.
- I. The BOA shall determine that the temporary use is the minimum necessary to afford relief due to a medical hardship as defined in article 3.
- J. The BOA shall make a compatibility finding that the temporary use will not have an adverse impact on the use of surrounding properties.
- K. The temporary use of a mobile home or park trailer as a guest residence due to medical hardship may be initially granted for a period of up to two years. One additional extension of up to two years may be granted by the BOA based on a physician's confirmation of the continuation of the hardship, and a finding of no changed circumstances, which would alter prior findings made by the BOA, filed prior to the two-year expiration date. The fee for notice, signage, and legal advertisement requirements shall apply to such extensions.
- L. When the medical hardship ends, or an extension is denied, or upon expiration of the initial approval, or upon expiration of the additional two-year extension, the mobile home or park trailer must be removed from the site within

60 days. Thereafter, code enforcement procedures will be instituted against the property owner to remove the mobile home or park trailer. Only the BOA, based on competent and substantial evidence or just cause, may extend the 60-day period.

M. Prior to the placement of the mobile home or park trailer on the property, the owner of the parcel shall execute a "hold harmless agreement" acknowledging the county's right to remove the mobile home or park trailer at the owner's expense if the owner, or his or her heirs and assigns, fail to remove the mobile home or park trailer within the specified 60-day time period or extended period.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 3, "Definitions," Section 3.02.00, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Park Trailer. As defined in F.S. § 320.01, a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. The total area of the unit in a setup mode, when measured from the exterior surface of the exterior stud walls at the level of maximum dimensions, not including any bay window, does not exceed 400 square feet when constructed to ANSI A-119.5 standards, and 500 square feet when constructed to United States Department of Housing and Urban Development Standards. The length of a park trailer means the distance from the exterior of the front of the body (nearest to the drawbar and coupling mechanism) to the exterior of the rear of the body (at the opposite end of the body), including any protrusions.

Section 3. Severability.

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 Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered 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 _____, 2014.

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

By: _____
Lumon J. May, Chairman

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5612

Growth Management Report 15. 5.

BCC Regular Meeting

Public Hearing

Meeting Date: 02/06/2014

Issue: 5:48 p.m. - A Public Hearing - LDC Ordinance-Articles 3 and 6, Defining and Providing for Materials Recovery Facilities (MRF)

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 3 and 6

That the Board of County Commissioners (BCC) review an Ordinance to the Land Development Code (LDC) Articles 3, Definitions and 6, Zoning Districts, defining and providing for Materials Recovery Facilities (MRF).

This hearing serves as the first of two required public hearings before the Board of County Commissioners (BCC as set forth in Section 2.08.04 (b) and F.S. 125.66 (4)(b).

At the January 7, 2014 Planning Board Meeting, the Board recommended approval.

BACKGROUND:

The LDC does not currently define Materials Recovery Facilities or provide an option for their location. Staff has been tasked with providing a definition, zoning districts and conditional use criteria for this use. Through discussion at the December 2013 Planning Board meeting this proposed Ordinance was developed as a way to provide for Materials Recovery Facilities.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Ryan Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 3, "DEFINITIONS," SECTION 3.02.00 TO DEFINE MATERIAL RECOVERY FACILITY; AMENDING ARTICLE 6, "ZONING DISTRICTS," SECTIONS 6.05.16.C.4, 6.05.19.B.11, 6.05.32.A, AND 6.08.02; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and *do business*; and

WHEREAS, the intent of this Ordinance is to define define Material Recovery Facilities and provide a conditional use option for their location.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 3, Definitions, Section 3.02.00, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Materials recovery facility (MRF) A solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials.

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Zoning Districts, Sections 6.05.16.C.4, 6.05.32.A, and 6.08.02, are hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.05.16.C.4

Solid waste transfer stations, Material Recovery Facilities, collection points, and/or processing facilities.

6.05.19.B.11

Solid waste transfer stations, Material Recovery Facilities, collection points, and/or processing facilities.

6.05.32.A

A. *Intent and purpose of district.* Publicly owned parcels for educational and correctional facilities and purposes, other public institutional uses, borrow pits and associated reclamation activities, Material Recovery Facilities, collection and/or processing of solid waste, and sanitary landfills. Conversion of suitable public lands for business or industrial park development is allowed. Refer to article 11 for uses, heights and densities allowed in P, public districts located in the Airport/Airfield Environs.

6.08.02.

O. *Materials Recovery Facilities. (MRF).*

1. Sites shall require access from adequately wide paved roads where trucks to/from the site do not require access on local residential roads, along or at a collector or arterial road.

2. The scale, intensity and operation of use shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

3. With the exception of ID-2, the processing of materials shall be completely within enclosed buildings

4. The applicant shall submit a boundary survey and description of anticipated operations. The same requirements shall apply to a development plan explaining:

a. Proposed practices to protect adjacent land and water resources, minimize erosion, and treat stormwater runoff.

b. Landscaped areas, particularly treatment of property lines and buffering in the proximity of residential uses.

c. Hours of operation.

d. Method to comply with the maximum permissible noise levels (LDC 7.07.01.C).

e. With the exception of ID-2, the processing of materials shall be completely within enclosed buildings

f. Controlled access to prevent illegal dumping.

Section 3. Severability.

1 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
2 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
3 affect the validity of the remaining portions of this Ordinance.
4

5 **Section 4. Inclusion in Code.**
6

7 It is the intention of the Board of County Commissioners that the provisions of this
8 Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections,
9 subsections and other provisions of this Ordinance may be renumbered or re-lettered
10 and the word "ordinance" may be changed to "section," "article," or such other
11 appropriate word or phrase in order to accomplish such intentions.
12

13 **Section 4. Effective Date.**
14

15 This Ordinance shall become effective upon filing with the Department of State.
16

17 **DONE AND ENACTED** this _____ day of _____, 2014.
18

19 **BOARD OF COUNTY COMMISSIONERS**
20 **OF ESCAMBIA COUNTY, FLORIDA**
21

22 **By:** _____
23 **Lumon J. May, Chairman**
24

25 **ATTEST: PAM CHILDERS**
26 **Clerk of the Circuit Court**
27

28 **By:** _____
29 **Deputy Clerk**
30

31 **(SEAL)**
32

33 **ENACTED:**
34

35 **FILED WITH THE DEPARTMENT OF STATE:**
36

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5638

Growth Management Report 15. 6.

BCC Regular Meeting

Public Hearing

Meeting Date: 02/06/2014

Issue: Cancellation of 5:49 p.m. - Public Hearing - WCI, Declaration of Transfer of Density Ratification

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Cancellation of 5:49 p.m. - A Public Hearing Concerning the Review of WCI- Declaration of Transfer of Density Ratification

That the Board cancel the February 6, 2014, 5:49 p.m. Public Hearing for review of WCI- Declaration of Transfer of Density Ratification.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5625

Growth Management Report 15. 1.

BCC Regular Meeting

Action

Meeting Date: 02/06/2014

Issue: Action Item - Lost Key Declaration on Transfer of Density

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

A Recommendation Concerning the Review and Approval of the Declaration of Transfer Density and Restrictive Covenants for WCI

That the Board take the following action:

- A. Approve the Declaration of Transfer of Density and Restrictive Covenant; and
- B. Authorize the Chairman to sign all documents necessary to complete the transaction.

BACKGROUND:

WCI Communities, LLC. in cooperation with the Escambia County Attorney's Office drafted the document in order amend the original agreement and to permit the transfer of units from a parcel owned by WCI to a separate parcel in Perdido Key, also owned by WCI.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the approval of this agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached document has been reviewed and approved for legal sufficiency by Alison A. Rogers, County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Agreement is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

All requirements shall be described within the Development Agreement.

The proposed document was prepared in cooperation with the County Attorney's Office, WCI, LLC. and all interested citizens.

Attachments

Dec on Transfer of Density

Density Transfer/Restrictive Covenant Approval

Exh. A

Exh. B

Exh. C

Prepared by:
Mary Jane Bass
Beggs & Lane, RLLP
501 Commendencia Street
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**DECLARATION OF TRANSFER OF DENSITY
AND RESTRICTIVE COVENANT**

THIS DECLARATION OF TRANSFER OF DENSITY AND RESTRICTIVE COVENANT is made as of the date set forth below by WCI COMMUNITIES, LLC, a Delaware limited liability company (hereinafter "WCI"), for the following purposes and pursuant to the following terms:

R E C I T A L S:

WHEREAS, WCI is the owner or developer of that certain 400 acre tract or parcel of real property lying and being in Escambia County, Florida, located on Perdido Key, commonly known as "Lost Key Golf and Beach Club" and more particularly described on Exhibit "A" attached hereto and made a part hereof, which real property is subject to an Amended Development Agreement between WCI and Escambia County, Florida, dated March 21, 2013, and recorded in the Official Records of Escambia County, Florida, at O.R. BK 6996, pages 1090-1135, providing for the development by WCI of the Lost Key Golf and Beach Club real property through a master plan, and

WHEREAS, approximately 1.7 acres of the Lost Key Golf and Beach Club real property known as "Component 17" under the Lost Key Master Plan, as more particularly described on Exhibit "B" attached hereto, is currently zoned CCPK under the Escambia County Land Development Code ("LDC"), and is designated in the Amended Development Agreement as the site for a 300 unit hotel, and

WHEREAS, through a density transfer approved in the Amended Development Agreement, and recorded in the Official Records of Escambia County, Florida, at O.R. Book 6996, pages 1118-1134, the density on Component 17 ("C-17"), which is the real property described on Exhibit "B" attached hereto, was increased to 300 lodging units; and

WHEREAS, Escambia County LDC Section 6.05.15.03(B) provides, in part, that building allocation, provision of open spaces and preservation areas may be transferred among and between areas zoned C-1PK, CCPK, CGPK and PRPK provided the proposed development is a master plan development, and

WHEREAS, Section 7.5 of the Amended Development Agreement allows for the flexibility to cluster, transfer, locate, move and arrange the allowed development units as

necessary to increase open space, preserve environmentally sensitive lands and provide innovative and resourceful use of the property, and Section 7.6 of the Amended Development Agreement allows for the distribution of density and type of development throughout the Lost Key Golf and Beach Club property, and

WHEREAS, it has been determined that approximately 4.2 acres of the Lost Key Golf and Beach Club real property known as Component 18 (“C-18”) under the Lost Key Master Plan, as more particularly described on Exhibit “C” attached hereto, is a more appropriate and feasible location for the hotel, as it will better provide for increased open space, preservation of environmentally sensitive lands, and innovative and resourceful use of the property; and

WHEREAS, C-18 is currently zoned CCPK under the Escambia County LDC, which zoning permits a maximum density area wide of 13 dwelling units per acre (or 26 lodging units per acre), and

WHEREAS, environmental constraints and efficient development plans require the transfer of density from to C-17 to C-18 of the Lost Key Master Plan, and

NOW THEREFORE, subject to the approval of the Escambia County Board of County Commissioners, WCI hereby declares and covenants as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are hereby incorporated by reference for all purposes as if fully set forth herein.

2. **TRANSFER OF DENSITY.** WCI, for itself, its successors and/or assigns hereby transfers 254 lodging units from the Lost Key Golf and Beach Club C-17 property, as more particularly described on Exhibit “B” attached hereto and made a part hereof, to the 4.2 acres of the Lost Key Golf and Beach Club C-18 property, as more particularly described on Exhibit “C” attached hereto and made a part hereof, thereby increasing the density on C-18 to allow for development of the hotel, and decreasing the allowable density of the Lost Key Golf and Beach Club C-17 (Exhibit “B”) to 46 lodging units (23 dwelling units), all of which density is currently approved and vested.

3. **COVENANT RUNNING WITH THE LAND.** The transfer of density pursuant to this Declaration shall be deemed a covenant running with the land for the benefit of WCI and Escambia County, Florida.

4. **ENFORCEMENT.** Escambia County is vested with the power to enforce this Declaration and Covenant and may exercise all remedies available in law or equity, including, but not limited to, those described in Section 2.06.00, Escambia County Land Development Code.

5. **GENERAL.** All rights, powers and privileges herein reserved and given shall be binding and inure to the benefit of the respective successors and assigns of WCI, including without limitation any successor in title to all or any portion of the Lost Key Golf and Beach Club real property, as more particularly described on Exhibit “A” attached hereto. This

Declaration constitutes the entire declaration of WCI and may not be amended except by written instrument executed by WCI. This Declaration shall be construed and interpreted in accordance with the laws of the State of Florida. The provisions of this Declaration are intended to be independent and in the event any provision hereof shall be declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Declaration. The paragraph headings are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Declaration or any provision hereof. In connection with any litigation, including appellate proceedings, arising out of this Declaration, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, WCI has caused this Declaration to be signed by its duly authorized corporate officer, and has signed and sealed this Declaration effective as of this ____ day of _____, 2014.

WITNESSES:

WCI COMMUNITIES, LLC,
a Delaware limited liability company

Printed Name

By: _____
Its: _____

Printed Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____,
2014, by _____, who is the _____ of WCI Communities, LLC,
a Delaware limited liability company. Said person is personally known to me or has produced
_____ as identification and did (did not) take an oath.

-SEAL-

NOTARY PUBLIC

APPROVAL OF ESCAMBIA COUNTY

This Declaration of Transfer of Density and Restrictive Covenant were approved by Escambia County, Florida, on the ____ day of _____, 2014, by action of the Board of County Commissioners of Escambia County, Florida, at its meeting on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Clerk / Deputy Clerk

(Seal)

BCC Approved: _____

Exhibit A:

NORTH OF SEMMES STREET

DESCRIPTION OF PROPERTY SURVEYED
HMM PROJECT NO. 210213

ALL OF FORMER LOTS 109 THROUGH 112; FORMER LOT 113 LESS AND EXCEPT OFFICIAL RECORDS BOOK 1932 AT PAGE 917; AND ALL OF FORMER LOTS 115 THROUGH 120; GULF BEACH SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTIONS 14, 26, 27, 34 AND 35, T-3-S, R-32-W, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 4 AT PAGE 52 (INCLUDING ALL OF FORMER OLD RIVER SUBDIVISION ACCORDING TO PLAT RECORDED IN PLAT BOOK 8 AT PAGE 91) OF THE PUBLIC RECORDS OF SAID COUNTY; CONTAINING 286.78 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A G.L.O. MONUMENT AT THE SOUTHWEST CORNER OF SECTION 26, T-3-S, R-32-W, ESCAMBIA COUNTY, FLORIDA, THENCE GO N 86°29'26" E ALONG THE SOUTH LINE OF THE SAID SECTION 26 A DISTANCE OF 2639.15 FEET TO A 3" I.D. STEEL PIPE AT THE SOUTHEAST CORNER OF FORMER LOT 115 OF THE SAID GULF BEACH SUBDIVISION AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE GO N 03°11'51" W (THIS CALL AND THE SUCCEEDING TWO CALLS BEING ALONG THE EAST LINE OF GULF BEACH SUBDIVISION) A DISTANCE OF 2848.07 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE SAID SECTION 14; THENCE GO S 87°20'38" E ALONG THE SOUTH LINE OF SECTION 14 A DISTANCE OF 101.86 FEET TO THE WEST LINE OF PERDIDO KEY DRIVE (COUNTY ROAD 292, A 100' R/W), SAID RIGHT-OF-WAY LINE BEING A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1092.14, A CENTRAL ANGLE OF 02°50'03", A CHORD BEARING N 08°49'03" E AND A CHORD DISTANCE OF 54.02 FEET; THENCE GO NORTHERLY ALONG THE SAID CURVE AND RIGHT-OF-WAY LINE AN ARC DISTANCE OF 54.02 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF RIVER ROAD (66' R/W); THENCE GO S 85°08'20" W ALONG THE SAID RIGHT-OF-WAY LINE A DISTANCE OF 2680.02 FEET TO THE ANGLE POINT OF RIVER ROAD; THENCE GO S 37°12'22" W ALONG THE EASTERLY LINE OF RIVER ROAD A DISTANCE OF 2178.11 FEET TO THE NORTHWEST CORNER OF FORMER LOT 120 OF THE SAID GULF BEACH SUBDIVISION; THENCE GO S 04°11'21" E ALONG THE WEST LINE OF THE SAID FORMER LOT 120 A DISTANCE OF 1181.86 FEET TO THE NORTHWEST CORNER OF FORMER LOT 109 OF THE SAID GULF BEACH SUBDIVISION; THENCE GO S 03°46'19" E ALONG THE WEST LINE OF THE SAID FORMER LOT 109 A DISTANCE OF 642.28 FEET TO THE NORTH LINE OF SEMMES STREET (66' R/W); THENCE GO N 61°52'53" E (THIS CALL AND THE SUCCEEDING 8 CALLS BEING ALONG THE NORTH RIGHT-OF-WAY LINE OF THE SAID SEMMES STREET) A DISTANCE OF 262.77 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE = 66°06'30" AND A RADIUS = 320.94 FEET; THENCE CONTINUE EASTERLY ALONG THE SAID CURVE AN ARC DISTANCE OF 370.30 FEET TO A POINT OF TANGENCY; THENCE GO S 52°00'37" E A DISTANCE OF 187.03 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE = 35°35'51" AND A RADIUS = 488.67 FEET; THENCE GO SOUTHEASTERLY ALONG THE SAID CURVE AN ARC DISTANCE OF 303.61 FEET TO A POINT OF TANGENCY; THENCE GO S 87°36'28" E A DISTANCE OF 408.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A CENTRAL ANGLE = 34°18'00" AND A RADIUS = 604.27 FEET; THENCE GO NORTHEASTERLY ALONG THE SAID CURVE AN ARC DISTANCE OF 361.74 FEET TO A POINT OF TANGENCY; THENCE GO N 58°05'32" E A DISTANCE OF 130.93 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE = 30°13'30" AND A RADIUS = 443.28 FEET; THENCE GO EASTERLY ALONG THE SAID CURVE AN ARC DISTANCE OF 233.84 FEET TO A POINT OF TANGENCY; THENCE GO N 88°19'02" E A DISTANCE OF 1063.25 FEET; THENCE GO N 03°12'27" W A DISTANCE OF 296.00 FEET; THENCE GO N 88°19'02" E A DISTANCE OF 134.00 FEET TO THE EAST LINE OF FORMER LOT 113 OF THE SAID GULF BEACH SUBDIVISION; THENCE GO N 03°12'27" W ALONG THE EAST LINE OF THE SAID FORMER LOT 113 A DISTANCE OF 433.56 FEET TO THE SOUTH LINE OF SECTION 26, T-3-S, R-32-W AT THE SOUTHWEST CORNER OF THE AFORESAID FORMER LOT 115; THENCE GO N 86°29'26" E ALONG THE SOUTH LINE OF SECTION 26 AND FORMER LOT 115 A DISTANCE OF 659.79 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THAT PORTION OF SEMMES STREET (66" RIGHT OF WAY) LYING SOUTH OF LOTS 13,14, AND 15 OF REVISED LOST KEY PLANTATION A PLANNED UNIT DEVELOPMENT AS RECORDED IN PLAT BOOK 15, PAGE 80, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LESS AND EXCEPT:

LOTS 1-51 OF BLOCK "A" AND LOTS 1-14 OF BLOCK "B" AS SHOWN ON THE PLAT OF REVISED LOST KEY PLANTATION, A PLANNED URBAN DEVELOPMENT, AS RECORDED IN PLAT BOOK 15, PAGES 80 THRU 80N, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

CONTAINING 273.38 ACRES, MORE OR LESS

SOUTH OF SEMMES STREET

LEGAL DESCRIPTION
CKCG PROJECT NO. 980455

LOTS 78, 80, 81, 84, 100, 102, 103 AND A PORTION OF LOTS 101 AND 104 OF GULF BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 4 AT PAGE 52 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID LOTS BEING IN SECTIONS 34 & 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 104 OF SAID SUBDIVISION; THENCE NORTH 83°37'22" EAST FOR 1079.92 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 554.67 FEET AND A CENTRAL ANGLE OF 21°44'17"; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 210.44 FEET (CHORD BEARING NORTH 72°42'04" EAST ~ CHORD DISTANCE 209.18 FEET) TO A POINT OF TANGENCY; THENCE NORTH 61°49'38" EAST FOR 350.10 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 254.94 FEET AND A CENTRAL ANGLE OF 66°05'17"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 294.06 (CHORD BEARING SOUTH 85°05'50" EAST ~ CHORD DISTANCE 278.03 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 52°04'26" EAST FOR 187.01 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 554.67 FEET AND A CENTRAL ANGLE OF 35°35'48"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 344.60 FEET (CHORD BEARING SOUTH 69°50'18" EAST ~ CHORD DISTANCE 339.09 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 87°39'05" EAST FOR 408.12 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 670.27 FEET AND A CENTRAL ANGLE OF 34°17'53"; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR 401.23 FEET (CHORD BEARING NORTH 75°11'07" EAST ~ CHORD DISTANCE 395.27 FEET) TO A POINT OF TANGENCY; THENCE NORTH 58°05'00" EAST FOR 130.96 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 377.28 AND CENTRAL ANGLE OF 13°17'36"; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR 87.53 FEET (CHORD BEARING NORTH 64°56'45" EAST ~ CHORD DISTANCE 87.34) TO THE NORTHEAST CORNER OF LOT 100 OF SAID GULF BEACH SUBDIVISION; THENCE SOUTH 03°23'40" EAST ALONG THE EAST LINE OF SAID LOT 100 FOR 1311.08 FEET TO POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTH WEST AND HAVING A RADIUS OF 2614.93 FEET AND A CENTRAL ANGLE OF 01°11'21"; THENCE IN A SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.27 (CHORD BEARING SOUTH 77°04'41" WEST ~ CHORD DISTANCE 54.27 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 77°49'59" WEST FOR 634.79 FEET; THENCE NORTH 03°02'20" WEST FOR 200.00 FEET; THENCE SOUTH 87°04'30" WEST FOR 228.00 FEET; THENCE SOUTH 03°05'52" EAST FOR 45.58 FEET; THENCE SOUTH 86°54'37" WEST FOR 232.00 FEET; THENCE NORTH 03°07'02" WEST FOR 44.96 FEET; THENCE SOUTH 86°58'46" WEST FOR 200.00 FEET; THENCE SOUTH 03°03'06" FOR 305.00 FEET; THENCE SOUTH 77°47'45" WEST FOR 603.33 FEET; THENCE SOUTH 12°09'09" EAST FOR 199.53 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PERDIDO KEY DRIVE ~ COUNTY ROAD NO. 292 (100' R/W); THENCE SOUTH 77°54'47" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 199.62 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 12°09'08" WEST FOR 200.07 FEET; THENCE SOUTH 77°51'31" WEST FOR 400.07 FEET; THENCE SOUTH 12°09'48" EAST FOR 200.12 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PERDIDO KEY DRIVE ~ COUNTY ROAD NO. 292 (100' R/W); THENCE SOUTH 77°53'51" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 400.14 FEET; THENCE NORTH 12°07'31" WEST FOR 434.51 FEET; THENCE SOUTH 77°53'08" WEST FOR 199.77 FEET; THENCE SOUTH 12°24'50" EAST FOR 434.85 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID PERDIDO KEY DRIVE ~ COUNTY ROAD NO. 292 (100' R/W); THENCE SOUTH 77°54'22" WEST ALONG SAID RIGHT-OF-WAY LINE FOR 199.91 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 13°39'08" WEST FOR 200.19 FEET TO THE SOUTHWEST CORNER OF LOT 104 OF SAID GULF BEACH SUBDIVISION; THENCE NORTH 03°06'52" WEST ALONG THE WEST LINE OF SAID LOT 104 FOR 1736.39 FEET TO THE POINT OF BEGINNING. CONTAINING 115.36 ACRES, MORE OR LESS.

AND SUBJECT TO THE FOLLOWING EASEMENT:

A STRIP OF LAND 15.0 FEET IN WIDTH LYING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, TO-WIT:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 101, GULF BEACH SUBDIVISION, BEING A PORTION OF SECTIONS 14, 26, 27, 34 AND 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST ESCAMBIA FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 4, AT PAGE 52 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 0°00'00" EAST ALONG THE EAST LINE OF SAID LOT 101 A DISTANCE OF 200.27 FEET FOR THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE FROM SAID POINT OF BEGINNING DEFLECT 90°00'00" LEFT FOR A DISTANCE OF 235.50 FEET; THENCE DEFLECT 90°00'00" LEFT FOR A DISTANCE OF 45.0 FEET FOR A POINT OF TERMINATION OF SAID CENTERLINE.

LEGAL DESCRIPTION OF ROAD RIGHT-OF-WAY:

A RIGHT-OF-WAY FOR INGRESS AND EGRESS, LYING AN INITIAL DISTANCE OF 21.0 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 101, GULF BEACH SUBDIVISION, BEING A PORTION OF SECTIONS 14, 26, 27, 34 AND 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST ESCAMBIA FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 4, AT PAGE 52 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 80°59" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 292 (GULF BEACH HIGHWAY) (100' R/W) A DISTANCE OF 173.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 09°01'00" WEST A DISTANCE OF 64.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST (RADIUS = 88.39 FEET); THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 27.77 FEET; THENCE NORTH 27°01'00" WEST A DISTANCE OF 77.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST (RADIUS = 77.33 FEET) AT WHICH POINT THE RIGHT-OF-WAY REDUCES TO

30.0 FEET LYING 15.0 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.14 FEET TO THE POINT OF A CURVE AT WHICH POINT THE RIGHT-OF-WAY INCREASES TO 36.00 FEET LYING 18.0 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE NORTH 01°59' EAST A DISTANCE OF 43.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST (RADIUS = 113.43 FEET) AT WHICH POINT THE RIGHT-OF-WAY REDUCES TO 30.0 FEET LYING 15.0 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST (RADIUS = 120.89 FEET); THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 84.40 FEET; THENCE NORTH 18°01'00" WEST A DISTANCE OF 110.84 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE EASEMENT.

LOT 5 AND 7

LOT 5 AND LOT 7, GULF BEACH SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 4 AT PAGE 52, AND DESCRIBED IN OFFICIAL RECORDS BOOK 1709, PAGE 558 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY. CONTAINING 1.74 ACRES MORE OR LESS.

LOT 22

LEGAL DESCRIPTION PER OR BK 4840 PG 1527 (UNIT 1): A PORTION OF THE EAST 1/2 OF LOT 22, GULF BEACH SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 14, 25, 27, 34, AND 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 4 AT PAGE 52, PUBLIC RECORDS ESCAMBIA COUNTY, FLORIDA; BEGIN AT THE NE CORNER OF SAID EAST 1/2 LOT 22; THEN WEST ALONG GULF BEACH HIGHWAY, S.R. #292 FOR 14.5 FEET, THEN SOUTH AND PARALLEL EAST LINE OF LOT 22 FOR 54 FEET TO THE PARTY WALL DIVIDING PARCEL#1 AND #2, THEN CONTINUE ALONG CENTERLINE OF PARTY WALL FOR 20.5 FEET THEN EAST AT RIGHT ANGLES AND ALONG PARTY WALL FOR 3.0 FEET, THEN SOUTH AT RIGHT ANGLES ALONG PARTY WALL FOR 24.5 FEET, THEN SOUTH ALONG SAME COURSE FOR 292.0 FEET TO MEAN HIGH WATERLINE OF GULF OF MEXICO, THEN EAST TO A POINT OF INTERSECTION WITH EAST LINE OF LOT 22, THEN NORTH ALONG EAST LINE OF LOT 22 FOR 388.0 TO THE POINT OF BEGINNING. CONTAINING 0.11 ACRES MORE OR LESS.

LEGAL DESCRIPTION PER OR BK 4483 PG 1830 (UNIT 2): A PORTION OF THE EAST 1/2 OF LOT 22, GULF BEACH SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTIONS 14, 25, 27, 34, AND 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT OF THAT SUBDIVISION RECORDED IN PLAT BOOK 4 AT PAGE 52 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID EAST 1/2 OF LOT 22, GULF BEACH SUBDIVISION, THENCE WEST AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF GULF BEACH HIGHWAY (S.R. # 292, 100' R/W) FOR 14.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID LOT 22 FOR 54.0 FEET TO THE BEGINNING OF A PARTY WALL DIVIDING TOWNHOUSE PARCEL 2 FROM TOWNHOUSE PARCEL 1 OF SUGAR SANDS TOWN HOMES; THENCE CONTINUE ALONG SAME COURSE AND ALONG THE CENTERLINE OF SAID PARTY WALL FOR 20.5 FEET; THENCE EAST AT RIGHT ANGLES AND ALONG SAID CENTERLINE OF PARTY WALL 3.0 FEET; THENCE SOUTH AT RIGHT ANGLES AND ALONG THE CENTERLINE OF SAID PARTY WALL FOR 24.5 FEET TO THE POINT OF TERMINATION OF SAID PARTY WALL; THENCE CONTINUE SOUTH ALONG SAME COURSE FOR 292.0 FEET, MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE WESTERLY ALONG SAID MEAN HIGHWATER LINE TO A POINT OF INTERSECTION WITH A LINE BEING PARALLEL TO AND 25.0 FEET WEST OF THE SAID EAST LINE OF LOT 22; THENCE NORTH AND PARALLEL TO THE SAID EAST LINE OF LOT 22 FOR 294.0 FEET, MORE OR LESS, TO THE BEGINNING OF A PARTY WALL DIVIDING TOWNHOUSE PARCEL 2 AND TOWNHOUSE PARCEL 3 OF SAID SUGAR SANDS TOWN HOMES; THENCE CONTINUE SAME COURSE AND ALONG THE CENTERLINE OF SAID PARTY WALL FOR 45.0 FEET TO THE POINT OF TERMINATION OF SAID PARTY WALL; THENCE CONTINUE NORTH AND ALONG SAME COURSE FOR 54.0 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID GULF BEACH HIGHWAY; THENCE EAST AND ALONG SAID RIGHT-OF-WAY LINE FOR 10.50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION (AND BEING KNOWN AS TOWNHOUSE PARCEL 2 OF SUGAR SANDS TOWN HOMES, A PLANNED UNIT DEVELOPMENT SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED UNDER CLERK'S FILE NO. 097824 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA). CONTAINING 0.12 ACRES MORE OR LESS

LEGAL DESCRIPTION PER OR BK 4622 PG 1791 (UNIT 3): A PORTION OF THE EAST 1/2 OF LOT 22, GULF BEACH SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTIONS 14, 25, 27, 34, AND 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA ACCORDING TO THE PLAT OF THAT SUBDIVISION RECORDED IN PLAT BOOK 4 AT PAGE 52 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID EAST 1/2 OF LOT, GULF BEACH SUBDIVISION, THENCE WEST AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF GULF BEACH HIGHWAY (S.R. #292, 100' R/W) FOR 25.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST ALONG SAME COURSE AND SAID RIGHT-OF-WAY LINE FOR 10.50 FEET; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID LOT 22 FOR 54.0 FEET TO THE BEGINNING OF A PARTY WALL DIVIDING TOWNHOUSE PARCEL 3 AND TOWNHOUSE PARCEL 4 OF SUGAR SANDS TOWN HOMES; THENCE CONTINUE ALONG SAME COURSE AND ALONG THE CENTERLINE OF SAID PARTY WALL FOR 20.5 FEET; THENCE WEST AT RIGHT ANGLES AND ALONG SAID CENTERLINE OF PARTY WALL FOR 3.0 FEET; THENCE SOUTH AT RIGHT ANGLES AND ALONG THE CENTERLINE OF SAID PARTY WALL FOR 24.5 FEET TO THE POINT OF TERMINATION OF SAID PARTY WALL; THENCE CONTINUE SOUTH ALONG SAME COURSE FOR 296.0 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE EASTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT OF INTERSECTION WITH A

LINE BEING PARALLEL WITH THE EAST LINE OF SAID LOT 22 AND PROJECTED SOUTH FROM THE POINT OF BEGINNING; THENCE NORTH AND PARALLEL TO THE SAID EAST LINE OF LOT 22 FOR 294.0 FEET, MORE OR LESS, TO THE BEGINNING OF A PARTY WALL DIVIDING TOWNHOUSE PARCEL 3 AND TOWNHOUSE PARCEL 2 OF SAID SUGAR SANDS TOWN HOMES; THENCE CONTINUE SAME COURSE AND ALONG THE CENTERLINE OF SAID PARTY WALL FOR 45.0 FEET TO THE POINT OF TERMINATION OF SAID PARTY WALL; THENCE CONTINUE NORTH AND ALONG SAME COURSE FOR 54.0 FEET TO THE POINT OF BEGINNING (CONTAINING 0.12 ACRES, MORE OR LESS, AND BEING KNOWN AS TOWNHOUSE PARCEL 3 OF SUGAR SANDS TOWN HOMES, A PLANNED UNIT DEVELOPMENT SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED UNDER CLERK'S FILE NO. 097824 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

TOWNHOUSE PARCEL #4:

A PORTION OF THE EAST 1/2 OF LOT 22, GULF BEACH S/D, A SUBDIVISION OF A PORTION OF SECTIONS 14, 25, 27, 34 AND 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK AT PAGE 52 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 22, GULF BEACH SUBDIVISION; THENCE EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF GULF BEACH HIGHWAY, S.R. # 292 (100' R/W) FOR 14.50'; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID LOT 22 FOR 54.00' TO THE BEGINNING OF A PARTY WALL DIVIDING PARCELS #3 AND #4; THENCE CONTINUE SAME COURSE AND ALONG THE CENTERLINE OF SAID PARTY WALL FOR 20.5'; THENCE WEST AT RIGHT ANGLES AND ALONG SAID CENTERLINE OF PARTY WALL FOR 3.0'; THENCE SOUTH AT RIGHT ANGLES AND ALONG THE CENTERLINE OF SAID PARTY WALL FOR 24.50' TO THE POINT OF TERMINATION OF SAID PARTY WALL; THENCE CONTINUE SOUTH ALONG SAME COURSE FOR 296.0', MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE WESTERLY ALONG THE SAID MEAN HIGH WATER LINE TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID EAST 1/2 OF LOT 22; THENCE NORTH AND PARALLEL TO THE EAST LINE OF LOT 22 FOR 398.0' TO THE POINT OF BEGINNING. CONTAINING 0.11 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PER OR BK 3121 PG 694:

THE WESTERLY 1/2 OF LOT 22, GULF BEACH SUBDIVISION, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 4 AT PAGE 52 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THE SAID WESTERLY 1/2 OF LOT 22 BEING DESCRIBED AS A RECTANGULAR PARCEL OF REAL PROPERTY 50 FEET IN WIDTH AS OF RECORD IN OR BOOK 3008 PAGE 855. CONTAINING 0.37 ACRES MORE OR LESS.

LOT 20 AND 21

LEGAL DESCRIPTION PER OR BK 4647 PG 0671:

THE WEST 40 FEET OF LOT 20 AND THE EAST 10 FEET OF LOT 21, GULF BEACH SUBDIVISION OF A PORTION OF SECTIONS 14, 26, 27, 34 AND 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 4 AT PAGE 52 OF THE PUBLIC RECORDS OF SAID COUNTY. CONTAINING 0.39 ACRES MORE OR LESS.

LOT 21

THE WESTERLY 90 FEET OF LOT 21, GULF BEACH SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 14, 25, 27, 34 AND 35 TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 4 AT PAGE 52 OF THE PUBLIC RECORDS OF SAID COUNTY. CONTAINING 0.68 ACRES MORE OR LESS.

LOT 23

LOT 23, GULF BEACH SUBDIVISION, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 4 AT PAGE 52 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. CONTAINING 0.76 ACRES MORE OR LESS.

LOTS 31 AND 32

LOTS 31 & 32, GULF BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 4, PAGE 52.

LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5819, PAGE 1226.

CONTAINING 1.82 ACRES MORE OR LESS

LOT 82

THE WEST 125.5 FEET OF LOT 82 GULF BEACH SUBDIVISION, BEING A PORTION OF SECTION 14, 26, 27, 34 AND 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 4, AT PAGE 52, OF THE PUBLIC RECORDS OF SAID COUNTY. CONTAINING 0.34 ACRES MORE OR LESS

LOT 82

LEGAL DESCRIPTION PER OR BK 4813 PG 1285:

THE EAST 74.50 FEET OF LOT 82, GULF BEACH SUBDIVISION, BEING A PORTION OF SECTION 14, 26, 27, 34 AND 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT

RECORDED IN PLAT BOOK 4, AT PAGE 52, OF THE PUBLIC RECORDS OF SAID COUNTY. CONTAINING 0.58 ACRES MORE OR LESS.

LOT 91 AND 92

LOT 91 AND LOT 92, GULF BEACH SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 4 AT PAGE 52, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. CONTAINING 1.84 ACRES MORE OR LESS

LOT 93 AND 94

LOT 93 AND LOT 94, GULF BEACH SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 4 AT PAGE 52, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. CONTAINING 1.84 ACRES MORE OR LESS

Exhibit B:

LOTS 31 AND 32

LOTS 31 & 32, GULF BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 4, PAGE 52.

LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5819, PAGE 1226.

CONTAINING 1.82 ACRES MORE OR LESS

Exhibit C:

LEGAL DESCRIPTION
HMM PROJECT No. 210213
JANUARY 21, 2005

LOT 20 THROUGH LOT 23 INCLUSIVE
GULF BEACH SUBDIVISION OF A PORTION OF SECTIONS 14,
26, 27, 34 AND 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST,
ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID
SUBDIVISION RECORDED IN PLAT BOOK 4 AT PAGE 52 OF THE
PUBLIC RECORDS OF SAID COUNTY.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5628

Growth Management Report 15. 1.

BCC Regular Meeting

Consent

Meeting Date: 02/06/2014

Issue: Schedule of Public Hearing

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearing

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

Tuesday, February 18, 2014

5:45 p.m. - A Public Hearing - LDC Ordinance - Defining and Providing for Materials Recovery Facilities (MRF)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5613

County Administrator's Report 15. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/06/2014

Issue: Surplus of IT Equipment

From: Kris Blom, IT Supervisor

Organization: State Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Requests for Disposition of Property for the Office of State Attorney - Bill Eddins, State Attorney

That the Board approve the six Requests for Disposition of Property Forms for the Office of State Attorney, for property which is to be auctioned or properly disposed of, all of which is described and listed on the Forms with the Agency and reason stated.

BACKGROUND:

The equipment being disposed is either broken or obsolete and is to be recycled.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy establishes the procedures for disposing of surplus or obsolete equipment.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

state atty 6 forms

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

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Office Of State Attorney

COST CENTER NO: 410306

Kris Blom

DATE: 1/8/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kris Blom

Phone No: 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E55983	COMPUTER	3YDY2D1	OPTIPLEX	2007	OBSOLETE
Y	E56476	COMPUTER	88HZFD1	OPTIPLEX	2007	OBSOLETE
Y	E56480	COMPUTER	7BHZFD1	OPTIPLEX	2007	OBSOLETE
Y	E75020	COMPUTER	C44NMF1	OPTIPLEX	2008	OBSOLETE
Y	E57021	COMPUTER	D44NMF1	OPTIPLEX	2008	OBSOLETE
Y	E57022	COMPUTER	144NMF1	OPTIPLEX	2008	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 1/8/2014 Information Technology Technician Signature: Stacey King

Date: 1/8/2014

FROM: Escambia County Department Director (Signature): Kris Blom

Director (Print Name): Kris Blom

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

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 11.19.13

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

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Office Of State Attorney COST CENTER NO: 410306
Kris Blom DATE: 1/8/2014
Property Custodian (PRINT FULL NAME)
Property Custodian (Signature): K. Blom Phone No: 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E55726	COMPUTER	GBTQHC1	OPTIPLEX	2007	OBSOLETE
Y	E55727	COMPUTER	9BTQHC1	OPTIPLEX	2007	OBSOLETE
Y	E55728	COMPUTER	8BTQHC1	OPTIPLEX	2007	OBSOLETE
Y	E55732	COMPUTER	HBTQHC1	OPTIPLEX	2007	OBSOLETE
Y	E55976	COMPUTER	3ZDY2D1	OPTIPLEX	2007	OBSOLETE
Y	E55977	COMPUTER	6ZDY2D1	OPTIPLEX	2007	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING
Print Name

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

Computer is Ready for Disposition

Date: 1/8/2014 Information Technology Technician Signature: Stacey King

Date: 1/8/2014

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): Kris Blom

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

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 11.19.13

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

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Office Of State Attorney COST CENTER NO: 410306
Kris Blom DATE: 1/8/2014
Property Custodian (PRINT FULL NAME)
Property Custodian (Signature): K. Blom Phone No: 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E55071	COMPUTER	SYFP6B1	OPTIPLEX	2006	OBSOLETE
Y	E55143	COMPUTER	5C2DKB1	OPTIPLEX	2006	OBSOLETE
Y	E55146	COMPUTER	4C2DKB1	OPTIPLEX	2006	OBSOLETE
Y	E55504	COMPUTER	CYMQ4C1	OPTIPLEX	2006	OBSOLETE
Y	E55505	COMPUTER	HYMQ4C1	OPTIPLEX	2006	OBSOLETE
Y	E55725	COMPUTER	JBTQHC1	OPTIPLEX	2007	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING
Print Name

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

Computer is Ready for Disposition

Date: 1/8/2014 Information Technology Technician Signature: Stacey King

Date: 1/8/2014

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): Kris Blom

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

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 11.19.13

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

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Office Of State Attorney COST CENTER NO: 410306

Kris Blom DATE: 1/8/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom Phone No: 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E54753	COMPUTER	PC-656Z791	OPTIPLEX	2006	OBSOLETE
Y	E54890	COMPUTER	7VMXQ91	OPTIPLEX	2006	OBSOLETE
Y	E54891	COMPUTER	2VMXQ91	OPTIPLEX	2006	OBSOLETE
Y	E54892	COMPUTER	CTMXQ91	OPTIPLEX	2006	OBSOLETE
Y	E55063	COMPUTER	GXFP6B1	OPTIPLEX	2006	OBSOLETE
Y	E55069	COMPUTER	1YFP6B1	OPTIPLEX	2006	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING
Print Name

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

Computer is Ready for Disposition

Date: 1/8/2014 Information Technology Technician Signature: Stacey King

Date: 1/8/2014

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): Kris Blom

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

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: 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 11.19.13

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

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Office Of State Attorney

COST CENTER NO: 410306

Kris Blom

DATE: 1/8/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom

Phone No: 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E54095	COMPUTER	3JW4181/4J8S	OPTIPLEX	2005	OBSOLETE
Y	E54503	COMPUTER	HKJTG81/1D9L	OPTIPLEX	2005	OBSOLETE
Y	E54507	COMPUTER	FKJTG81/1CNL	OPTIPLEX	2005	OBSOLETE
Y	E54655	COMPUTER	CNOD54287287	OPTIPLEX	2005	OBSOLETE
Y	E54746	COMPUTER	PC-446Z791	OPTIPLEX	2006	OBSOLETE
Y	E54748	COMPUTER	PC-256Z791Z	OPTIPLEX	2006	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 1/8/2014 Information Technology Technician Signature: Stacey King

Date: 1/8/2014

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): Kris Blom

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

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 11.19.13

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Office Of State Attorney COST CENTER NO: 410306

Kris Blom

DATE: 1/13/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom Phone No: 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E55780	Fax Machine	67105120	FO-DC535	2006	Broke

Disposal Comments: Broke and Obsolete

INFORMATION TECHNOLOGY (IT Technician): Stacey King

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 1/13/2014 Information Technology Technician Signature: Stacey King

Date: 1/13/2014

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): Kris Blom

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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 11.19.13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5618

County Administrator's Report 15. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/06/2014

Issue: Disposition of Surplus County Property

From: Janet Holley, Tax Collector

Organization: Tax Collector of Escambia County

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Escambia County Tax Collector's Office - Janet Holley, CFC, Escambia County Tax Collector

That the Board approve the Request for Disposition of Property Form for the Escambia County Tax Collector's Office for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County/Tax Collector; thus, it is requested that it be auctioned as surplus or property 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 Tax Collector/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:

Item may have nominal value at auction. Please contact Pam Allen at 438-6500 x3219 to schedule pickup.

Attachments

ECTC RFD

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Tax Collector

COST CENTER NO: _____

Jennifer Miles

DATE: 1/13/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: 850-438-6500 x3244

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	051111	Chrysler Voyager Van	1C4GJ25342B742712	Cargo Van	2002	Good

Disposal Comments: No longer needed.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 1/13/2014

FROM: Escambia County Department Director (Signature):



Director (Print Name):

Jennifer Miles

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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 11.19.13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5633

County Administrator's Report 15. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/06/2014

Issue: Solid Waste Management - Request for Disposition of Property

From: Pat Johnson, Department Director

Organization: Solid Waste

CAO Approval:

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 two Requests for Disposition of Property Forms 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 they 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 Disposition of County Property policies of the BCC.

Attachments

Disposition of Property Forms (2)

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Solid Waste

COST CENTER NO: 230314

Susan Holt

DATE: 12/23/13

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	51035	Savin Copier	J0220400417	2527	2002	Poor
N	46501	Broadcast Fertilizer	104051058	2010	1998	Poor
N	53944	Laserjet Printer	CNBXD09503	4250TN	2005	Poor

Disposal Comments: Unusable - to be disposed.

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: Information Technology Technician Signature:

Date:

FROM: Escambia County Department Director (Signature):

Patrick Johnson

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

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 11.19.13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5652

County Administrator's Report 15. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/06/2014

Issue: Revised 2014 BCC Meeting/COW Meeting Schedule

From: Larry Newsom, Assistant County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Revised 2014 Board of County Commissioners' Meeting/Committee of the Whole Workshops Meeting Schedule - Larry M. Newsom, Assistant County Administrator

That the Board approve the Revised 2014 Board of County Commissioners' Meeting/Committee of the Whole Workshops Meeting Schedule, as submitted, to include the First and Second Budget Public Hearings, scheduled on September 9, 2014, at 5:01 p.m., and September 23, 2014, at 5:01 p.m., respectively.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Revised BCC-COW Meeting Schedule

REVISED (02-06-2014)
2014
MEETING SCHEDULE
BOARD OF COUNTY COMMISSIONERS/COMMITTEE OF THE WHOLE
WORKSHOPS

MEETING	DATE	TIME	CAR DEADLINE 9:00 A.M.	C/W DEADLINE 9:00 A.M.
BCC	JAN. 02, 2014	5:30 P.M.	DEC. 16, 2013	
C/W	JAN. 09, 2014	9:00 A.M.		JAN. 03, 2014
BCC	JAN. 16, 2014	5:30 P.M.	JAN. 06, 2014	
BCC	FEB. 06, 2014	5:30 P.M.	JAN. 27, 2014	
C/W	FEB. 13, 2014	9:00 A.M.		FEB. 7, 2014
BCC* (Tuesday)	FEB. 18, 2014	5:30 P.M.	FEB. 5, 2014	
BCC	MAR. 06, 2014	5:30 P.M.	FEB. 24, 2014	
C/W	MAR. 13, 2014	9:00 A.M.		MAR. 07, 2014
BCC	MAR. 20, 2014	5:30 P.M.	MAR. 10, 2014	
BCC	APR. 03, 2014	5:30 P.M.	MAR. 24, 2014	
C/W	APR. 10, 2014	9:00 A.M.		APR. 04, 2014
BCC	APR. 17, 2014	5:30 P.M.	APR. 07, 2014	
BCC	MAY 01, 2014	5:30 P.M.	APR. 21, 2014	
C/W	MAY 08, 2014	9:00 A.M.		MAY 2, 2014
BCC	MAY 15, 2014	5:30 P.M.	MAY 05, 2014	
BCC* (Tuesday)	JUN. 03, 2014	5:30 P.M.	MAY 21, 2014	
C/W	JUN. 12, 2014	9:00 A.M.		JUN. 06, 2014
BCC	JUN. 26, 2014	5:30 P.M.	JUN. 16, 2014	
BUDGET COW	JUL. 08, 2014	9:00 A.M.		JUN. 30, 2014
BUDGET COW	JUL. 09, 2014	9:00 A.M.		JUN. 30, 2014
BCC+	JUL. 10, 2014	5:30 P.M.	JUN. 27, 2014	
C/W+	JUL. 17, 2014	9:00 A.M.		JUL. 11, 2014
BCC+	JUL. 24, 2014	5:30 P.M.	JUL. 14, 2014	
BCC	AUG. 07, 2014	5:30 P.M.	JUL. 28, 2014	
C/W	AUG. 14, 2014	9:00 A.M.		AUG. 8, 2014
BCC	AUG. 21, 2014	5:30 P.M.	AUG. 11, 2014	
BCC	SEPT. 04, 2014	5:30 P.M.	AUG. 22, 2014	
1 ST BUDGET PUBLIC HEARING	SEPT. 09, 2014	5:01 P.M.		
C/W	SEPT. 11, 2014	9:00 A.M.		SEPT. 05, 2014
2 ND BUDGET PUBLIC HEARING	SEPT. 23, 2014	5:01 P.M.		
BCC+	SEPT. 25, 2014	5:30 P.M.	SEPT. 15, 2014	
BCC+	OCT. 09, 2014	5:30 P.M.	SEPT. 29, 2014	
C/W+	OCT. 16, 2014	9:00 A.M.		OCT. 10, 2014
BCC+	OCT. 23, 2014	5:30 P.M.	OCT. 13, 2014	
BCC	NOV. 06, 2014	5:30 P.M.	OCT. 27, 2014	
C/W	NOV. 13, 2014	9:00 A.M.		NOV. 05, 2014
BCC	NOV. 20, 2014	5:30 P.M.	NOV. 07, 2014	
BCC+	DEC. 11, 2014	5:30 P.M.	DEC. 01, 2014	
C/W+	DEC. 18, 2014	9:00 A.M.		DEC. 12, 2014
BCC	JAN. 08, 2015	5:30 P.M.	DEC. 15, 2014	

NOTE: 9:00 A.M. – AGENDA REVIEW WORK SESSIONS HELD ON REGULAR BCC MEETING DATES
4:30 P.M. – PUBLIC FORUM HELD BEFORE ALL REGULAR BCC MEETINGS
ALL BCC AND C/W MEETINGS WILL BE HELD IN BOARD CHAMBERS, ROOM 100, 221 PLAFOX PLACE.
*THESE MEETINGS WERE SCHEDULED ON A TUESDAY DUE TO VARIOUS SCHEDULING CONFLICTS.
+THESE MEETINGS ARE NOT SCHEDULED IN THE USUAL SEQUENCE OF REGULAR BCC MEETINGS
ON THE FIRST AND THIRD THURSDAY AND COW WORKSHOPS ON THE SECOND THURSDAY, DUE TO
SCHEDULING CONFLICTS WITH CONFERENCES THE COMMISSIONERS ATTEND.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5596

County Administrator's Report 15. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/06/2014

Issue: Purchasing Policy for Local Preference in Sealed Bid Process

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchasing Policy PP-065, "Local Preference in the Sealed Bid Process" - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Purchasing Policy, Procedure No.: PP-065, "Local Preference in Sealed Bid Process" to be incorporated into the Policies and Procedures Manual of the Office of Purchasing, with an effective date of October 1, 2013, in accordance with Ordinance 2013-43, Chapter 46, Article II, Section 110, providing for a Local Preference in the Sealed Bid Process enacted on September 16, 2013.

BACKGROUND:

At the regular meeting of the Board of Commissioners on September 16, 2013 an ordinance amending the Escambia County Code of Ordinance, Chapter 46, Finance, Article II Purchases and Contracts was created to include Section 110- Local Preference in the Sealed Bid Process with an effective date of October 1, 2013. This written policy is established to document the practice and procedures in place in the operations of the Office of Purchasing in compliance with Section 110 - Local Preference in the Sealed Bid Process.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney has reviewed the policy and the County Attorney's office has no issues with the policy.

PERSONNEL:

The Purchasing Manager will incorporate the written policy in the Purchasing Policy and Procedures Manual.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is to inform the Board of the establishment of the written policy and ensure compliance with the Code of Ordinance of Escambia County.

IMPLEMENTATION/COORDINATION:

The Purchasing Manager will ensure that the policies and procedures are followed in all county purchases.

Attachments

PP-065



Board of County Commissioners

Office of Purchasing

Title: Local Preference in Sealed Bid Process

Effective Date: 10/15/13 Supersedes Date:

Procedure No: PP-065

Page No: 1 of 4

I. Purpose

To establish a procedure for meeting the provisions for local preference in the sealed bid process according to Section 46-110 Local Preference in Bidding.

II. Scope

This procedure will apply to all sealed competitive bids.

III. Local Preference in Bidding

On September 16, 2013 the Board of County Commissioners enacted an ordinance of Escambia County Code of Ordinance 2013-43, Chapter 46, Article II, Section 110 providing for a local preference in the sealed bid process and established a policy for posting pending purchases of vehicles and equipment for a period of 30 to allow local vendors to submit offers meeting or beating the posted purchase price.

IV. Definitions:

"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.

V. 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."



Board of County Commissioners

Office of Purchasing

Title: Local Preference in Sealed Bid Process

Effective Date: 10/15/13 Supersedes Date:

Procedure No: PP-065

Page No: 2 of 4

VI. 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:

VII. 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.

- (a) 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.
- (b) 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.
- (c) 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.



VIII. Notice.

All bid solicitation documents shall include notice to vendors of the local preference policy.

IX. 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.

X. 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.

XI. 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.



Board of County Commissioners

Office of Purchasing

Title: Local Preference in Sealed Bid Process

Effective Date: 10/15/13 Supersedes Date:

Procedure No: PP-065

Page No: 4 of 4

(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.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5597

County Administrator's Report 15. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/06/2014

Issue: Purchasing Policy PP066 Local Preference in Vehicle and Equipment Purchases

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchasing Policy PP-066, "Local Preference in Vehicle and Equipment Purchases" - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Purchasing Policy, Procedure No.: PP-066, "Local Preference in Vehicle and Equipment Purchases" to be incorporated into the Policies and Procedures Manual of the Office of Purchasing, with an effective date of October 1, 2013, in accordance with Ordinance 2013-43, Chapter 46, Article II, Section 110, providing for a Local Preference in the Sealed Bid Process enacted on September 16, 2013, and a definition for "Local Business."

BACKGROUND:

At the regular meeting of the Board of Commissioners on September 16, 2013 an ordinance amending the Escambia County Code of Ordinance, Chapter 46, Finance, Article II Purchases and Contracts was created to include Section 110- Local Preference in the Sealed Bid Process with an effective date of October 1, 2013. This written policy is established to document the practice and procedures in place in the operations of the Office of Purchasing in compliance with Section 110 Local Preference in the Sealed Bid Process and Board policies regarding vehicle purchases approved at the Committee of the Whole on August 15, 2013 and ratified at the regular meeting of the Board of Commissioners on September 5, 2013.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney has reviewed the policy and the County Attorney's office has no issues with the policy.

PERSONNEL:

The Purchasing Manager will incorporate the policy PP066 into the Purchasing Policy and Procedure Manual.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is to inform the Board of the establishment of the written policy and ensure compliance with the Code of Ordinance of Escambia County.

IMPLEMENTATION/COORDINATION:

The Purchasing Manager will ensure that the Purchasing Policies are followed in all county purchases.

Attachments

PP066



Board of County Commissioners
Office of Purchasing
**Title: Local Preference in Vehicle and
Equipment Purchases**

Effective Date: 10/1/2013 Supersedes Date:

Procedure No: PP-066

Page No: 1 of 3

I. Purpose

To establish a procedure for meeting the provisions for local preference in the purchase of vehicles and equipment in the execution of planned purchases from State Term Contracts, Federal Schedules or other Purchasing Cooperative Contracts.

II. Scope

This procedure will apply to all vehicle or equipment purchases in cases where local suppliers exist.

III. Local Preference Policy

On September 16, 2013 the Board of County Commissioners enacted an ordinance of Escambia County Code of Ordinance 2013-43, Chapter 46, Article II, Section 110 providing for a local preference in the sealed bid process and established a policy for posting pending purchases of vehicles and equipment for a period of 30 days to allow local vendors to submit offers meeting or beating the posted purchase price.

IV. Definitions:

"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.

V. 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.



Board of County Commissioners
Office of Purchasing
**Title: Local Preference in Vehicle and
Equipment Purchases**

Effective Date: 10/1/2013 Supersedes Date:

Procedure No: PP-066

Page No: 2 of 3

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."

VI. Posting of Pending Vehicle and Equipment Purchases

In compliance with the Local Preference initiative adopted on September 16, 2013, the Purchasing Manager will post information regarding pending purchases of vehicles and equipment for County departments including make, model, specifications and purchase price. Posted purchases will be delayed for a period of 30 days to allow for submission of offers from local vendors meeting or beating the posted purchase price.

Postings will be available at the Escambia County Home Page at:
<http://myescambia.com/business/pending-vehicle-and-equipment-purchases>

VII. Offers for Posted Vehicle and Equipment Purchases from Local Vendors

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 or delivered in a sealed envelope to:

**The Office of Purchasing, 2nd Floor, Room 11.101
Matt Langley Bell, III Bldg.
213 Palafox Place, Pensacola, Florida 32502
and clearly marked with the Specification Number and the name of the offeror.**

Acceptable offers from vendors meeting the criteria for Local vendors as specified in Escambia County Code of Ordinance 2013-43, Chapter 46, Article II, Section 110, must meet the specifications of the vehicle or equipment and must not exceed the posted purchase price.

The Office of Purchasing shall evaluate the lowest acceptable offer against the contract price. In all cases where the local vendor has provided an acceptable offer equal to or lower than the posted contract price, the vehicle or equipment shall be purchased from the local vendor in compliance with policies and procedure of Escambia County Purchasing Department and Escambia County Code of Ordinance, Chapter 46, Purchases and Contracts.



Board of County Commissioners
Office of Purchasing
**Title: Local Preference in Vehicle and
Equipment Purchases**

Effective Date: 10/1/2013 Supersedes Date:

Procedure No: PP-066

Page No: 3 of 3

After the 30 day posting period is complete and if it is determined that the posted contract price is the lowest price offer available, the purchase of the vehicle or equipment shall be completed in accordance with Policies and Procedures of the Purchasing Department and Escambia County Code of Ordinances, Chapter 46, Purchases and Contracts based on State Term Contracts, Federal Schedules or other Purchasing Cooperative Contracts. Postings will be removed after the 30 day period.

VIII. 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.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5600

County Administrator's Report 15. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/06/2014

Issue: Appointment to the Escambia County Mass Transit Advisory Committee (MTAC)

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia County Mass Transit Advisory Committee - Joy D. Blackmon, P.E., Public Works Department Director

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

A. Confirm the appointment of Ms. Deborah J. Corbin, as the Mayoral appointee from the City of Pensacola, to the Escambia County Mass Transit Advisory Committee, with an appointment effective February 6, 2014, and running concurrently with the term of the current Mayor of the City of Pensacola, Mr. Ashton J. Hayward, III; and

B. Request that the County Administrator's Office provide a Letter of Appointment to Ms. Deborah J. Corbin and a Letter of Appreciation to Mr. Stephen Davidson for his service.

The previous appointee, Mr. Stephen Davidson, resigned his appointment.

Ms. Corbin submitted a Resume, expressing interest in the appointment to serve on the MTAC; at this time, Mayor Hayward would like to appoint Ms. Corbin to replace Mr. Davidson.

BACKGROUND:

The previous appointee, Mr. Stephen Davidson, resigned his appointment.

Ms. Corbin submitted a resume, expressing interest in the appointment to serve on the MTAC; at this time, Mayor Hayward would like to appoint Ms. Deborah Corbin to replace Mr. Davidson.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board's policy requires the Escambia County Board of County Commissioners' approval of all committee appointments.

IMPLEMENTATION/COORDINATION:

This appointment shall become effective upon approval by the Board.

Attachments

Resume

DEBORAH J CORBIN

1023 N. Devilliers St, Pensacola, FL 32501

Cell: 202/374-9628 E Mail: debjcorbin@me.com

PROFILE

Dedicated professional with a proven record of taking complicated projects from initial concept through successful execution and implementation. Developed innovative approaches to benefits and outreach programs that resulted in significant membership expansion and retention. Demonstrated exceptional interpersonal and communications skills that ensure positive outcomes to complex multifaceted challenges. My goal is to utilize my experience as a professional, organized self-starter to assure successful events or projects here in Pensacola, my new home.

PROFESSIONAL VOLUNTEER ACTIVITIES

National Capital YMCA, Washington DC: Past President (2007-2011) Board of Management. Raised \$1.7 million for Building Bridges Campaign. Life Circle Alliances (2010): Co-chair 'Kudos for Caregivers.' (2012) Mayor Hayward's Selection Committee - Airport Terminal Complex Advertising Concession.

CAREER RECORD**NATIONAL EDUCATION & EVENT DIRECTOR, AMALGAMATED TRANSIT UNION, WASHINGTON DC 2008**

Salvaged a \$2.5+ million educational program, which included all aspects of negotiating, coordinating and hosting seven regional and two international leadership seminars dealing with labor management, arbitration and financial training. Created, developed and implemented two international and 9 domestic training seminars for new and existing leaders.

NATIONAL DIRECTOR MEMBER BENEFITS, AMERICAN FEDERATION OF TEACHERS, WASHINGTON DC 1993-2007

Established the AFT member benefit department. Evaluated, negotiated, maintained and promoted 30+ supplemental member benefits programs throughout the US for an organization with 1.4 million workers. Oversaw the development of national benefits publications and web-based promotion services. Implemented multiple direct mail campaigns. Established procedures for one-day response/resolution for program issues.

INTERNATIONAL SERVICE REPRESENTATIVE, ASSOCIATION OF FLIGHT ATTENDANTS, WASHINGTON DC 1982-1992

Serviced three national and five regional carriers and over 7,000 flight attendants in 36 locations on the East Coast. Dealt successfully with safety, scheduling, better working conditions, customer service and cost containment areas. Created, developed and presented leadership training programs for new chapters.

CONFIDENTIAL ASSISTANT TO THE SECRETARY OF EDUCATION, WASHINGTON DC 1980-1982

Responsible for all aspects of scheduling for the Cabinet Secretary. Coordinated schedules with the White house, Congress, the Executive Agencies and the business community.

EDUCATION

George Washington University, Washington DC and the University of Arizona.

PROFESSIONAL AFFILIATIONS

Alliance of Retired Americans: former Advisory Board Member.

REFERENCES: Brian Spencer – Principal, SMP Architecture, Member City Council, District 6; Dick Appleyard – President, Apple Yard Agency; Steve Williams – Gulf Power, Board President YMCA.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5668

County Administrator's Report 15. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/06/2014

Issue: Appointments to the Board of Adjustment and the Santa Rosa Island Authority

From: Larry Newsom, Assistant County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments to the Board of Adjustment and the Santa Rosa Island Authority - Larry M. Newsom, Assistant County Administrator

That the Board take the following action concerning appointments to the Board of Adjustment and the Santa Rosa Island Authority:

A. Confirm the appointment of Frederick J. Gant, to the Escambia County Board of Adjustment, to serve as Commissioner Lumon J. May's appointee, replacing Jerome Ellis Watson, who resigned. The term of the appointment will be effective February 6, 2014, and will run concurrently with Commissioner May's term of office (November 2016) or at his discretion; and

B. Confirm the appointment of Jerome Ellis Watson, to the Santa Rosa Island Authority, to serve as Commissioner Lumon J. May's appointee, replacing Frederick J. Gant, who resigned. The term of the appointment will be effective February 6, 2014, and will run concurrently with Commissioner May's term of office (November 2016) or at his discretion.

BACKGROUND:

Commissioner May would like to switch his appointee, Mr. Frederick J. Gant, from the Santa Rosa Island Authority to the Board of Adjustment and would also like to switch his appointee, Mr. Jerome E. Watson, from the Board of Adjustment to the Santa Rosa Island Authority.

The Resumes of Mr. Gant and Mr. Watson are provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I, Part B.1, 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

Attachments

Resumes

FREDERICK J. GANT, ESQUIRE
VITA
322 W. Cervantes St. Pensacola , Florida 32501
850-433-3230

EDUCATION

1971-1975 University of Florida, B.A. Political Science, Gainesville, Florida

1981-1984 Howard University School of Law, Juris Doctorate, Washington, D.C.

EMPLOYMENT

1984- 2000 Allbritton & Gant, Attorneys at Law

2000- Present Frederick J. Gant Attorney at Law

ORGANIZATIONS AND AWARDS

Legal

1995-1999 Member, Executive Council, Escambia Santa Rosa Bar Association

1997-1999 President, Gulf Coast Bar Association

2001-2006 President, Charles Wilson Bar Association

1995-1997 Co-chair, Community Affairs Committee, Escambia - Santa Rosa Bar Association

1998 Recipient, Escambia - Santa Rosa Bar Association - Community Service Award

1996 Member, Chief Judges Task Force on Juvenile Justice

1992-1996 Member, 1st Judicial Circuit Judicial Nominating Committee

2004- 2006 Member, Escambia County , American Inns of Court

2001- 2004 Member, 1st Judicial Circuit Grievance Committee

Community

1989 - Recipient, Pensacola News Journal/Pensacola Area Chamber of Commerce - Emerging Leader of the Year Award

Past member of Executive Board, Leadership Pensacola

Past member of Executive Board, Pensacola Area Chamber of Commerce

Past member, Pensacola Area Chamber of Commerce, Committee of 100

1989 General Counsel, Pensacola Area Chamber of Commerce

Founding member of 100 Black Men of Pensacola, Inc.

Member, Executive Board, Pensacola Chapter, NAACP

Member by Governor's Appointment, Florida Black Business Investment Board, Statewide Board

Member of Trustee Board, St. James Missionary Baptist Church

Past Member, Howard University Board of Trustees, Washington, D.C., Graduate and Professional School - Elected Student Position

Past Member, District 1 Health & Human Services Board

Member, Sigma Pi Phi Fraternity (The Boule)

Member, Gulf Coast African American Chamber of Commerce

2001 - 2003 General Counsel, Gulf Coast African American Chamber of Commerce

Member, Kappa Alpha Psi Fraternity, Inc.

JEROME ELLIS WATSON
1520 Templemore Drive
Cantonment, Florida 32533

Personal: **DOB:** June 26, 1939
 Married to Rosita Robson-Watson
 Three children, Dr. Phylis French, Lavaz & Lendez Watson
Parents: **Father -** Selma Watson
 Mother - Wilma Thompson Watson (Deceased 0

Mr. Watson is the oldest of six children, three boys and three girls. His early education was in the Baldwin County Public School System, where he participated in sports, (lettered in football), drama club and chorus.

Mr. Watson's love for education started at an early age. His maternal grandmother was a teacher and principal. His mother was employed with the school system, three of his aunts were teachers, and his uncle was a school bus driver.

His parents instilled a strong sense of morals, respect for God, family and country, and stressed the importance of higher education.

JEROME E. WATSON

EDUCATION:

Bachelor of Science - Alabama State University (History and Physical Education)
Masters - Florida A & M (Administration and Supervision)

Career History: **Ransom Middle School -** fifth grade teacher
 Brownsville Middle School - eighth grade civics
 Brownsville Middle School - Dean
 Pensacola High School - Assistant Principal
 Wedgewood Middle School - Principal
 Ferry Pass Middle School Principal
 Area Superintendent
 Assistant Superintendent
 Deputy Superintendent

Accomplishments:

- ◆ Initiated In-school suspension program for low income students
- ◆ Organized parent group dealing with student discipline issues
- ◆ Organized after-school program for students in need remediation
- ◆ Participant - Committee initiating Saturday study programs for high school students preparing for SSAT and ACT tests
- ◆ Organized gifted program at Ferry Pass Middle School
- ◆ Member, Community Relations Committee

Present Position: Deputy Superintendent
Escambia County School District

EDUCATIONAL MEMBERSHIPS:

Secondary Principals Association (past president)
State Volunteer Advisory Council - member, Board of Directors
Escambia County Health Committee
National Secondary Principals Association
Middle School Principals Association
Kappa Alpha Psi
Phi Delta Kappa
SACS Visiting Committee
Panhandle Management Development Association
Substance Abuse Commission

COMMUNITY MEMBERSHIPS:

United Cerebral Palsy - Board of Directors
United Way of Escambia County - Board of Directors
Concerned Citizens for Better Government
Five Flags Rotary - Past President
Ronald McDonald Charities
Fellowship of Christian Athletes - Board of Directors
Juvenile Justice Advisory Board (State of Florida) - Past Chairman
WSRE - Board of Directors
Junior Achievement - Board of Directors
Speech and Hearing Board
Intensive Community Enforcement (I.C.E.) Committee
Communities in Schools - Board of Directors



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5635

County Administrator's Report 15. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/06/2014

Issue: Approval of Boston Mutual Life Insurance Company as a Voluntary Vendor

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of Boston Mutual Life Insurance Company as a Voluntary Vendor - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve Boston Mutual Life Insurance Company as a voluntary vendor to sell Whole Life Insurance Policies to our employees.

BACKGROUND:

Boston Mutual Life Insurance Company is sponsored by the Florida Association of Counties and will provide a Whole Life Insurance product that employees may purchase on a voluntary basis to be payroll deducted.

BUDGETARY IMPACT:

There is a no budgetary impact to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will coordinate with the BCC Departments to arrange space and time for the Boston Mutual Life Insurance Representative to be available for employees.

The Human Resources Department will advise payroll of the approval and obtain the documentation necessary to incorporate Boston Mutual Life Insurance Company as one of our voluntary vendors as a Whole Life Insurance provider.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5607

County Administrator's Report 15. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: Write-Off of Accounts Receivable

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

That the Board adopt the Resolution authorizing the write-off of \$996,798.91 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

BACKGROUND:

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 from EMS Ambulance Billings for the first quarter of Fiscal Year 2013-2014 for 1,911 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing, pre-collection letter(s), and/or referral to the secondary collection agency. All accounts have been with the secondary collection agency for at least 120 days. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Alison P. Rogers has reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

FY2014 Q1 BDWO Resolution w Att

RESOLUTION R2014-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING THAT CERTAIN ACCOUNTS OWED TO THE EMERGENCY MEDICAL SERVICE FUND BE WRITTEN OFF AS UNCOLLECTIBLE BAD DEBTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain accounts totaling \$996,798.91 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in "Attachment A – Q1 FY13/14 BDWO" and made part hereof by reference; and

WHEREAS, diligent efforts have been made to collect the amounts as shown on the attached list.

NOW, THEREFORE, it is resolved by the Board of County Commissioners of Escambia County, Florida, as follows:

1. The recitals above are true and correct, and adopted herein.
2. These accounts receivable 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 her 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.
3. This Resolution shall be effective upon adoption.

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
Escambia County, Florida

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency
By [Signature]
Title County Attorney
Date 1/12/14

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2010-12-17	33182	\$695.00
2011-09-16	25682	\$880.00
2011-10-08	27858	\$705.00
2011-12-02	33033	\$675.00
2011-12-11	33878	\$245.45
2012-01-22	1998	\$797.00
2012-02-05	3368	\$350.00
2012-04-26	11786	\$112.20
2012-05-30	15256	\$585.00
2012-05-31	15431	\$353.18
2012-06-12	16628	\$681.00
2012-06-18	17240	\$12.65
2012-06-20	17392	\$747.00
2012-06-26	18091	\$81.27
2012-06-30	18490	\$855.00
2012-07-09	19467	\$669.00
2012-07-16	20148	\$117.00
2012-07-26	21206	\$153.64
2012-08-02	21925	\$85.00
2012-09-05	25481	\$927.00
2012-09-10	26034	\$769.00
2012-09-19	26962	\$81.08
2012-09-24	27494	\$807.00
2012-10-11	29230	\$621.00
2012-10-13	29345	\$757.00
2012-10-25	30616	\$831.00
2012-10-30	31124	\$609.00
2012-11-03	31525	\$849.00
2012-11-05	31688	\$100.00
2012-11-06	31824	\$136.20
2012-11-06	31862	\$1,033.00
2012-11-07	31880	\$757.00
2012-11-09	32126	\$112.20
2012-11-13	32499	\$175.80
2012-11-13	32524	\$787.00
2012-11-19	33090	\$561.00
2012-11-21	33274	\$797.00
2012-11-22	33319	\$603.00
2012-11-26	33719	\$549.00
2012-11-27	33876	\$121.80
2012-11-27	33857	\$140.00
2012-11-28	33999	\$929.00
2012-12-02	34424	\$757.00
2012-12-03	34466	\$60.00
2012-12-03	34517	\$559.00
2012-12-03	34518	\$595.00
2012-12-07	34943	\$869.00
2012-12-08	34973	\$709.00
2012-12-10	35151	\$84.36
2012-12-10	35171	\$200.00
2012-12-11	35331	\$597.00
2012-12-11	35248	\$922.00
2012-12-12	35413	\$819.00
2012-12-13	35452	\$75.70
2012-12-14	35596	\$697.00
2012-12-16	35809	\$905.00
2012-12-19	36050	\$759.00
2012-12-21	36299	\$821.00
2012-12-22	36400	\$917.00
2012-12-24	36636	\$123.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2012-12-26	36830	\$469.60
2012-12-27	36975	\$153.00
2012-12-28	37060	\$83.47
2012-12-28	37054	\$857.00
2012-12-31	37410	\$783.00
2013-01-01	20	\$705.00
2013-01-02	159	\$77.49
2013-01-02	219	\$77.49
2013-01-02	201	\$843.00
2013-01-03	310	\$243.60
2013-01-03	252	\$561.00
2013-01-03	256	\$623.00
2013-01-03	303	\$843.00
2013-01-04	331	\$100.00
2013-01-04	366	\$250.00
2013-01-04	336	\$473.61
2013-01-04	406	\$633.00
2013-01-05	418	\$609.00
2013-01-05	457	\$781.00
2013-01-06	530	\$100.00
2013-01-06	574	\$250.00
2013-01-06	560	\$494.67
2013-01-06	558	\$573.00
2013-01-07	582	\$171.40
2013-01-07	624	\$797.00
2013-01-08	738	\$319.24
2013-01-08	831	\$573.00
2013-01-09	938	\$86.88
2013-01-09	930	\$91.70
2013-01-09	837	\$585.00
2013-01-09	931	\$633.00
2013-01-10	963	\$20.00
2013-01-10	992	\$657.00
2013-01-10	914	\$831.00
2013-01-10	972	\$1,013.00
2013-01-11	1845	\$109.80
2013-01-11	1158	\$267.90
2013-01-11	1163	\$561.00
2013-01-11	1061	\$795.00
2013-01-12	1267	\$190.00
2013-01-12	1258	\$797.00
2013-01-13	1398	\$561.00
2013-01-13	1304	\$597.00
2013-01-14	1518	\$597.00
2013-01-14	1566	\$621.00
2013-01-15	1635	\$60.00
2013-01-15	1602	\$127.80
2013-01-15	1557	\$609.00
2013-01-16	1670	\$90.00
2013-01-16	1754	\$97.52
2013-01-16	1723	\$126.60
2013-01-16	1691	\$157.80
2013-01-16	1740	\$733.00
2013-01-17	1808	\$91.70
2013-01-17	1875	\$733.00
2013-01-18	1924	\$681.00
2013-01-18	1930	\$771.00
2013-01-18	1937	\$783.00
2013-01-19	2041	\$526.59
2013-01-19	2053	\$831.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-01-20	2132	\$87.02
2013-01-20	2121	\$550.61
2013-01-20	2133	\$903.00
2013-01-21	2175	\$50.22
2013-01-21	2226	\$65.04
2013-01-21	2264	\$447.00
2013-01-21	2194	\$585.00
2013-01-21	2296	\$599.00
2013-01-22	2355	\$335.28
2013-01-23	2489	\$79.19
2013-01-23	2396	\$150.00
2013-01-23	2438	\$549.00
2013-01-24	2531	\$598.85
2013-01-24	2491	\$621.00
2013-01-24	2472	\$637.00
2013-01-24	6018	\$881.00
2013-01-25	2654	\$280.00
2013-01-25	2630	\$463.20
2013-01-25	2710	\$537.00
2013-01-25	2633	\$747.00
2013-01-25	2616	\$881.00
2013-01-26	2816	\$91.85
2013-01-26	2773	\$362.88
2013-01-26	2694	\$549.00
2013-01-26	2799	\$831.00
2013-01-27	2783	\$709.00
2013-01-27	2883	\$759.00
2013-01-27	2810	\$809.00
2013-01-27	2870	\$881.00
2013-01-28	3010	\$61.52
2013-01-28	2976	\$561.00
2013-01-28	3029	\$585.00
2013-01-28	2972	\$621.00
2013-01-28	2969	\$795.00
2013-01-28	2944	\$797.00
2013-01-28	2988	\$951.00
2013-01-29	3028	\$757.00
2013-01-30	3227	\$891.00
2013-01-30	3234	\$987.00
2013-01-31	3274	\$209.10
2013-01-31	3265	\$445.30
2013-02-01	3382	\$100.00
2013-02-01	3383	\$165.80
2013-02-01	3442	\$549.00
2013-02-01	3417	\$549.00
2013-02-01	3341	\$627.00
2013-02-01	3372	\$645.00
2013-02-01	3387	\$797.00
2013-02-02	3456	\$819.00
2013-02-03	3572	\$56.10
2013-02-03	3588	\$59.70
2013-02-03	3594	\$100.32
2013-02-03	3558	\$280.00
2013-02-03	3561	\$561.00
2013-02-03	3562	\$771.00
2013-02-04	3695	\$621.00
2013-02-04	3618	\$720.00
2013-02-04	3692	\$741.00
2013-02-04	3718	\$783.00
2013-02-05	3879	\$60.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-02-05	3802	\$150.00
2013-02-05	3837	\$280.00
2013-02-05	3828	\$549.00
2013-02-05	3860	\$549.00
2013-02-05	3793	\$561.00
2013-02-06	3916	\$85.32
2013-02-06	3961	\$87.88
2013-02-06	3970	\$112.20
2013-02-06	3911	\$454.26
2013-02-06	3938	\$621.00
2013-02-06	3965	\$831.00
2013-02-06	3915	\$965.00
2013-02-08	4121	\$121.80
2013-02-09	4246	\$83.34
2013-02-09	4265	\$807.00
2013-02-09	4203	\$893.00
2013-02-10	4309	\$39.82
2013-02-10	4335	\$82.77
2013-02-11	4474	\$783.00
2013-02-12	4580	\$91.85
2013-02-12	4533	\$100.00
2013-02-12	4547	\$145.51
2013-02-12	4598	\$549.00
2013-02-12	4597	\$585.00
2013-02-12	4562	\$633.00
2013-02-12	4561	\$747.00
2013-02-12	4590	\$758.00
2013-02-12	4583	\$759.00
2013-02-13	4645	\$120.60
2013-02-13	4653	\$149.00
2013-02-13	4644	\$633.00
2013-02-13	4639	\$681.00
2013-02-13	4692	\$721.00
2013-02-13	4718	\$759.00
2013-02-14	4748	\$15.00
2013-02-14	4761	\$65.89
2013-02-14	4783	\$96.81
2013-02-14	4751	\$128.00
2013-02-14	4795	\$414.69
2013-02-15	4893	\$84.47
2013-02-16	4989	\$75.71
2013-02-16	4928	\$86.03
2013-02-16	4985	\$91.56
2013-02-16	5032	\$98.94
2013-02-16	4968	\$673.00
2013-02-16	4978	\$745.00
2013-02-16	4961	\$905.00
2013-02-17	5047	\$159.40
2013-02-17	5085	\$536.15
2013-02-17	5000	\$913.00
2013-02-18	5123	\$781.00
2013-02-18	5164	\$783.00
2013-02-19	5258	\$85.47
2013-02-19	5334	\$585.00
2013-02-19	5231	\$747.00
2013-02-19	5268	\$845.00
2013-02-20	5412	\$78.06
2013-02-20	5394	\$85.47
2013-02-20	5374	\$139.32
2013-02-20	5318	\$511.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-02-20	5331	\$563.53
2013-02-20	5419	\$621.00
2013-02-20	5423	\$739.00
2013-02-20	5392	\$747.00
2013-02-20	5377	\$797.00
2013-02-21	5506	\$82.63
2013-02-21	5542	\$91.14
2013-02-21	5459	\$100.00
2013-02-21	5530	\$150.00
2013-02-21	5508	\$697.00
2013-02-21	5519	\$855.00
2013-02-21	5470	\$893.00
2013-02-22	5686	\$40.96
2013-02-22	5598	\$129.00
2013-02-22	5623	\$295.05
2013-02-22	5614	\$571.75
2013-02-22	5586	\$759.00
2013-02-22	5687	\$819.00
2013-02-22	5596	\$869.00
2013-02-23	5734	\$18.99
2013-02-23	5722	\$225.00
2013-02-23	5799	\$250.00
2013-02-23	5689	\$465.08
2013-02-23	5691	\$577.03
2013-02-24	5818	\$150.00
2013-02-24	5866	\$156.08
2013-02-24	5856	\$176.20
2013-02-24	5844	\$280.00
2013-02-24	5778	\$537.00
2013-02-24	5850	\$721.00
2013-02-24	5885	\$795.00
2013-02-25	5952	\$41.30
2013-02-25	5944	\$99.90
2013-02-25	5974	\$131.40
2013-02-25	5917	\$537.00
2013-02-25	5935	\$537.00
2013-02-25	5921	\$555.00
2013-02-25	5959	\$759.00
2013-02-25	6010	\$861.00
2013-02-25	5968	\$1,042.00
2013-02-25	6011	\$1,093.00
2013-02-26	6095	\$20.00
2013-02-26	6053	\$140.00
2013-02-26	6048	\$169.00
2013-02-26	6057	\$619.00
2013-02-26	5994	\$621.00
2013-02-26	5985	\$673.00
2013-02-26	6206	\$809.00
2013-02-26	6089	\$833.00
2013-02-26	6078	\$833.00
2013-02-27	6158	\$91.85
2013-02-27	6220	\$96.24
2013-02-27	6118	\$98.94
2013-02-27	6134	\$126.60
2013-02-27	6107	\$250.00
2013-02-27	6104	\$280.00
2013-02-27	6139	\$514.27
2013-02-27	6154	\$696.00
2013-02-27	6215	\$783.00
2013-02-27	6190	\$797.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-02-27	6132	\$797.00
2013-02-27	6222	\$797.00
2013-02-27	6136	\$809.00
2013-02-27	6171	\$953.00
2013-02-28	6322	\$69.69
2013-02-28	6246	\$86.60
2013-02-28	6250	\$90.57
2013-02-28	6229	\$90.57
2013-02-28	6331	\$100.00
2013-02-28	6237	\$100.00
2013-02-28	6263	\$100.00
2013-02-28	6320	\$100.00
2013-02-28	6303	\$125.94
2013-02-28	6332	\$409.78
2013-02-28	6224	\$561.00
2013-02-28	6256	\$621.00
2013-02-28	6260	\$753.00
2013-02-28	6243	\$845.00
2013-02-28	6326	\$857.00
2013-02-28	6287	\$881.00
2013-02-28	6195	\$893.00
2013-02-28	6333	\$903.00
2013-03-01	6335	\$87.45
2013-03-01	6386	\$89.29
2013-03-01	6355	\$150.00
2013-03-01	6347	\$268.46
2013-03-01	6356	\$325.68
2013-03-01	6417	\$573.00
2013-03-01	6357	\$621.00
2013-03-01	6336	\$753.00
2013-03-01	6384	\$783.00
2013-03-01	6420	\$821.00
2013-03-01	6381	\$833.00
2013-03-01	6387	\$833.00
2013-03-01	6400	\$881.00
2013-03-02	6430	\$83.34
2013-03-02	6472	\$85.89
2013-03-02	6466	\$126.60
2013-03-02	6408	\$200.00
2013-03-02	6519	\$200.00
2013-03-02	6535	\$209.73
2013-03-02	6451	\$224.10
2013-03-02	6436	\$250.00
2013-03-02	6439	\$280.00
2013-03-02	6459	\$280.00
2013-03-02	6463	\$531.59
2013-03-02	6522	\$585.00
2013-03-02	6498	\$633.00
2013-03-02	6427	\$645.00
2013-03-02	6446	\$685.00
2013-03-02	6457	\$781.00
2013-03-02	6464	\$795.00
2013-03-02	6469	\$805.00
2013-03-02	6502	\$845.00
2013-03-02	6476	\$881.00
2013-03-02	6494	\$965.00
2013-03-03	6616	\$45.95
2013-03-03	6558	\$83.05
2013-03-03	6584	\$84.33
2013-03-03	6536	\$86.46

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-03-03	6599	\$90.39
2013-03-03	6615	\$92.84
2013-03-03	6490	\$139.40
2013-03-03	6545	\$150.00
2013-03-03	6574	\$150.00
2013-03-03	6608	\$199.72
2013-03-03	6520	\$200.00
2013-03-03	6632	\$210.58
2013-03-03	6652	\$249.40
2013-03-03	6528	\$250.00
2013-03-03	6583	\$335.23
2013-03-03	6589	\$695.00
2013-03-03	6559	\$696.00
2013-03-03	6488	\$733.00
2013-03-03	6581	\$771.00
2013-03-03	6549	\$771.00
2013-03-03	6646	\$809.00
2013-03-03	6503	\$843.00
2013-03-03	6610	\$843.00
2013-03-03	6518	\$881.00
2013-03-03	6647	\$953.00
2013-03-03	6546	\$965.00
2013-03-03	6499	\$977.00
2013-03-04	6681	\$163.40
2013-03-04	6715	\$250.00
2013-03-04	6629	\$386.75
2013-03-04	6721	\$537.00
2013-03-04	6724	\$557.00
2013-03-04	6663	\$573.00
2013-03-04	6657	\$585.00
2013-03-04	6602	\$585.00
2013-03-04	6682	\$633.00
2013-03-04	6693	\$747.00
2013-03-04	6698	\$819.00
2013-03-04	6637	\$881.00
2013-03-04	6726	\$893.00
2013-03-04	6666	\$893.00
2013-03-05	6753	\$70.97
2013-03-05	6823	\$78.91
2013-03-05	6806	\$85.57
2013-03-05	6756	\$94.40
2013-03-05	6824	\$94.40
2013-03-05	6807	\$100.00
2013-03-05	6740	\$101.20
2013-03-05	6776	\$118.20
2013-03-05	6787	\$280.00
2013-03-05	6732	\$777.00
2013-03-05	6750	\$783.00
2013-03-05	6767	\$797.00
2013-03-05	6774	\$809.00
2013-03-05	6761	\$845.00
2013-03-05	6782	\$857.00
2013-03-06	6840	\$17.60
2013-03-06	6878	\$86.17
2013-03-06	6892	\$100.00
2013-03-06	6847	\$100.00
2013-03-06	6932	\$385.23
2013-03-06	6918	\$597.00
2013-03-06	6846	\$759.00
2013-03-06	7509	\$833.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-03-06	6903	\$833.00
2013-03-06	6912	\$857.00
2013-03-06	6930	\$865.00
2013-03-06	6917	\$879.00
2013-03-06	6848	\$917.00
2013-03-07	6978	\$16.92
2013-03-07	6919	\$72.08
2013-03-07	6960	\$76.07
2013-03-07	6942	\$93.55
2013-03-07	6984	\$100.12
2013-03-07	7037	\$200.00
2013-03-07	6950	\$537.00
2013-03-07	6965	\$545.92
2013-03-07	7026	\$597.00
2013-03-07	6979	\$658.00
2013-03-07	6937	\$709.00
2013-03-07	6949	\$745.00
2013-03-07	7022	\$747.00
2013-03-07	6968	\$759.00
2013-03-07	6951	\$769.00
2013-03-07	6936	\$917.00
2013-03-07	6997	\$965.00
2013-03-07	7009	\$1,001.00
2013-03-08	7070	\$90.43
2013-03-08	7098	\$93.12
2013-03-08	7084	\$100.00
2013-03-08	7106	\$100.00
2013-03-08	7100	\$173.80
2013-03-08	7085	\$549.00
2013-03-08	7032	\$609.00
2013-03-08	7107	\$659.00
2013-03-08	7052	\$741.00
2013-03-08	7117	\$747.00
2013-03-08	7019	\$747.00
2013-03-08	7088	\$771.00
2013-03-08	7114	\$821.00
2013-03-08	7038	\$843.00
2013-03-08	7101	\$843.00
2013-03-08	7111	\$893.00
2013-03-08	7142	\$917.00
2013-03-09	7153	\$71.11
2013-03-09	7229	\$83.91
2013-03-09	7150	\$85.18
2013-03-09	7145	\$86.32
2013-03-09	7146	\$87.88
2013-03-09	7175	\$91.28
2013-03-09	7243	\$97.48
2013-03-09	7226	\$150.00
2013-03-09	7205	\$150.00
2013-03-09	7225	\$166.10
2013-03-09	7195	\$561.00
2013-03-09	7232	\$585.00
2013-03-09	7154	\$759.00
2013-03-09	7190	\$819.00
2013-03-09	7184	\$819.00
2013-03-09	7236	\$821.00
2013-03-09	7203	\$879.00
2013-03-09	7230	\$881.00
2013-03-09	10593	\$886.00
2013-03-09	7159	\$941.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-03-09	7196	\$1,085.00
2013-03-10	10591	\$69.97
2013-03-10	7286	\$82.03
2013-03-10	7284	\$83.91
2013-03-10	7283	\$84.61
2013-03-10	7323	\$100.00
2013-03-10	7295	\$280.00
2013-03-10	7316	\$280.00
2013-03-10	7302	\$597.00
2013-03-10	7287	\$756.00
2013-03-10	7303	\$771.00
2013-03-10	7245	\$771.00
2013-03-10	7337	\$795.00
2013-03-10	7250	\$831.00
2013-03-10	7343	\$843.00
2013-03-10	7315	\$845.00
2013-03-10	7297	\$855.57
2013-03-10	7327	\$869.00
2013-03-10	7344	\$893.00
2013-03-11	7399	\$85.32
2013-03-11	7318	\$96.53
2013-03-11	7368	\$98.37
2013-03-11	7380	\$150.00
2013-03-11	7377	\$280.00
2013-03-11	7438	\$681.00
2013-03-11	7350	\$733.00
2013-03-11	7381	\$783.00
2013-03-11	7342	\$821.00
2013-03-11	7403	\$845.00
2013-03-11	7349	\$867.00
2013-03-11	7398	\$905.00
2013-03-11	7392	\$946.00
2013-03-12	7499	\$20.21
2013-03-12	7535	\$91.56
2013-03-12	7568	\$125.00
2013-03-12	7467	\$141.80
2013-03-12	7458	\$150.00
2013-03-12	7412	\$250.00
2013-03-12	7414	\$280.00
2013-03-12	7503	\$407.94
2013-03-12	7484	\$419.78
2013-03-12	7540	\$509.00
2013-03-12	7524	\$535.00
2013-03-12	7550	\$545.00
2013-03-12	7475	\$549.00
2013-03-12	7480	\$559.00
2013-03-12	7547	\$585.00
2013-03-12	7542	\$597.00
2013-03-12	7462	\$633.00
2013-03-12	7512	\$649.00
2013-03-12	7420	\$833.00
2013-03-13	7598	\$62.08
2013-03-13	7570	\$84.61
2013-03-13	7557	\$89.72
2013-03-13	7589	\$94.11
2013-03-13	7576	\$100.00
2013-03-13	7628	\$150.00
2013-03-13	7613	\$150.00
2013-03-13	7615	\$150.00
2013-03-13	7621	\$174.60

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-03-13	7641	\$192.60
2013-03-13	7579	\$549.00
2013-03-13	7625	\$697.00
2013-03-13	7590	\$759.00
2013-03-13	7594	\$771.00
2013-03-13	7595	\$845.00
2013-03-13	7606	\$857.00
2013-03-13	7608	\$893.00
2013-03-14	7779	\$84.61
2013-03-14	7749	\$91.14
2013-03-14	7782	\$100.00
2013-03-14	7729	\$150.00
2013-03-14	7657	\$150.00
2013-03-14	10699	\$150.00
2013-03-14	7705	\$150.00
2013-03-14	7731	\$185.08
2013-03-14	7730	\$200.00
2013-03-14	7706	\$280.00
2013-03-14	7689	\$280.00
2013-03-14	7670	\$409.78
2013-03-14	7766	\$429.70
2013-03-14	7707	\$499.00
2013-03-14	7724	\$549.00
2013-03-14	7662	\$609.00
2013-03-14	7753	\$609.00
2013-03-14	7649	\$633.00
2013-03-14	7728	\$721.00
2013-03-14	7748	\$951.00
2013-03-15	7811	\$67.77
2013-03-15	7789	\$88.30
2013-03-15	7840	\$90.85
2013-03-15	7751	\$95.11
2013-03-15	7795	\$150.00
2013-03-15	7771	\$150.00
2013-03-15	7757	\$280.00
2013-03-15	7772	\$290.14
2013-03-15	7746	\$299.80
2013-03-15	7798	\$413.10
2013-03-15	7821	\$445.30
2013-03-15	7810	\$585.00
2013-03-15	7745	\$597.00
2013-03-15	7842	\$609.00
2013-03-15	7768	\$697.00
2013-03-15	7833	\$697.00
2013-03-15	7797	\$733.00
2013-03-15	7830	\$733.00
2013-03-15	7814	\$783.00
2013-03-15	7851	\$783.00
2013-03-15	7752	\$795.00
2013-03-15	7777	\$829.00
2013-03-15	7793	\$874.00
2013-03-15	7824	\$997.00
2013-03-16	7900	\$17.66
2013-03-16	7938	\$56.14
2013-03-16	7917	\$82.77
2013-03-16	7890	\$280.00
2013-03-16	7915	\$425.86
2013-03-16	7905	\$460.25
2013-03-16	7954	\$573.00
2013-03-16	7857	\$697.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-03-16	7932	\$705.00
2013-03-16	7939	\$771.00
2013-03-16	7896	\$809.00
2013-03-16	11021	\$845.00
2013-03-16	7923	\$963.00
2013-03-16	7879	\$1,049.00
2013-03-17	7966	\$20.00
2013-03-17	7996	\$76.21
2013-03-17	8014	\$111.76
2013-03-17	8006	\$150.00
2013-03-17	8035	\$150.00
2013-03-17	8033	\$380.32
2013-03-17	8028	\$400.00
2013-03-17	8070	\$424.51
2013-03-17	7998	\$549.00
2013-03-17	8017	\$561.00
2013-03-17	8071	\$608.86
2013-03-17	8076	\$757.00
2013-03-17	7957	\$759.00
2013-03-17	8042	\$771.00
2013-03-17	7980	\$797.00
2013-03-17	7990	\$821.00
2013-03-17	8058	\$891.00
2013-03-18	8124	\$20.00
2013-03-18	8102	\$63.55
2013-03-18	8135	\$66.10
2013-03-18	8119	\$89.44
2013-03-18	8162	\$100.00
2013-03-18	8098	\$150.00
2013-03-18	8140	\$150.00
2013-03-18	8083	\$200.00
2013-03-18	8177	\$450.14
2013-03-18	8148	\$549.00
2013-03-18	8174	\$549.00
2013-03-18	8054	\$549.00
2013-03-18	8123	\$573.00
2013-03-18	8048	\$589.40
2013-03-18	8163	\$609.00
2013-03-18	8121	\$670.00
2013-03-18	8169	\$759.00
2013-03-18	8125	\$759.00
2013-03-18	8146	\$807.00
2013-03-18	8115	\$821.00
2013-03-18	8191	\$833.00
2013-03-18	8156	\$855.00
2013-03-18	8138	\$857.00
2013-03-18	8093	\$857.00
2013-03-18	8047	\$869.00
2013-03-18	8141	\$903.00
2013-03-18	8184	\$941.00
2013-03-18	8159	\$1,397.00
2013-03-19	8190	\$25.30
2013-03-19	8265	\$47.06
2013-03-19	8206	\$100.00
2013-03-19	8160	\$105.10
2013-03-19	8171	\$119.40
2013-03-19	8153	\$150.00
2013-03-19	8235	\$280.00
2013-03-19	8243	\$585.00
2013-03-19	8227	\$609.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-03-19	8226	\$759.00
2013-03-19	8261	\$759.00
2013-03-19	8231	\$782.00
2013-03-19	8245	\$821.00
2013-03-19	8244	\$821.00
2013-03-19	8236	\$829.00
2013-03-19	8249	\$833.00
2013-03-19	8154	\$833.00
2013-03-19	8284	\$833.00
2013-03-19	8215	\$845.00
2013-03-19	8217	\$845.00
2013-03-19	8250	\$869.00
2013-03-19	8278	\$893.00
2013-03-19	8180	\$915.00
2013-03-19	8248	\$965.00
2013-03-20	8286	\$90.57
2013-03-20	8308	\$93.83
2013-03-20	8344	\$94.68
2013-03-20	8359	\$100.00
2013-03-20	8332	\$100.00
2013-03-20	8363	\$108.10
2013-03-20	8396	\$270.00
2013-03-20	8401	\$280.00
2013-03-20	8376	\$517.56
2013-03-20	8312	\$549.00
2013-03-20	8400	\$585.00
2013-03-20	8370	\$633.00
2013-03-20	8314	\$681.00
2013-03-20	8307	\$843.00
2013-03-21	8505	\$20.00
2013-03-21	8380	\$71.39
2013-03-21	8395	\$87.17
2013-03-21	8506	\$88.73
2013-03-21	8489	\$93.26
2013-03-21	8496	\$121.80
2013-03-21	8477	\$125.00
2013-03-21	8407	\$200.00
2013-03-21	8448	\$200.00
2013-03-21	8412	\$319.52
2013-03-21	8424	\$561.00
2013-03-21	8418	\$597.00
2013-03-21	8467	\$597.00
2013-03-21	8460	\$621.00
2013-03-21	8497	\$669.00
2013-03-21	8425	\$747.00
2013-03-22	8573	\$82.63
2013-03-22	8514	\$89.01
2013-03-22	8591	\$89.44
2013-03-22	8581	\$97.66
2013-03-22	8580	\$100.00
2013-03-22	8558	\$119.40
2013-03-22	8528	\$150.00
2013-03-22	8468	\$150.00
2013-03-22	8578	\$150.00
2013-03-22	8547	\$150.00
2013-03-22	8534	\$155.40
2013-03-22	8570	\$200.00
2013-03-22	8469	\$537.00
2013-03-22	8593	\$609.00
2013-03-22	8561	\$621.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-03-22	8564	\$657.00
2013-03-22	8498	\$795.00
2013-03-22	8541	\$819.00
2013-03-22	8590	\$843.00
2013-03-22	8609	\$845.00
2013-03-22	8552	\$867.00
2013-03-22	8491	\$915.00
2013-03-22	8524	\$929.00
2013-03-23	8663	\$18.62
2013-03-23	8639	\$61.00
2013-03-23	8638	\$86.32
2013-03-23	8598	\$101.41
2013-03-23	8666	\$113.12
2013-03-23	8660	\$113.68
2013-03-23	8632	\$150.00
2013-03-23	8636	\$280.00
2013-03-23	8621	\$647.00
2013-03-23	8645	\$697.00
2013-03-23	8702	\$777.00
2013-03-23	8665	\$807.00
2013-03-23	8668	\$819.00
2013-03-23	8659	\$821.00
2013-03-23	8651	\$855.00
2013-03-23	8596	\$867.00
2013-03-23	11399	\$881.00
2013-03-24	8795	\$60.00
2013-03-24	8820	\$81.92
2013-03-24	8740	\$87.59
2013-03-24	8771	\$88.58
2013-03-24	8780	\$89.01
2013-03-24	8689	\$150.00
2013-03-24	8775	\$150.00
2013-03-24	8805	\$150.00
2013-03-24	8777	\$164.20
2013-03-24	8790	\$456.38
2013-03-24	8743	\$463.79
2013-03-24	8730	\$561.00
2013-03-24	8695	\$561.00
2013-03-24	8752	\$573.00
2013-03-24	8841	\$657.00
2013-03-24	8769	\$733.00
2013-03-24	8709	\$747.00
2013-03-24	8690	\$759.00
2013-03-24	8747	\$783.00
2013-03-24	8815	\$833.00
2013-03-24	8846	\$905.00
2013-03-24	8746	\$929.00
2013-03-24	8711	\$977.00
2013-03-25	8904	\$56.01
2013-03-25	8870	\$87.02
2013-03-25	8918	\$119.40
2013-03-25	8916	\$146.60
2013-03-25	8866	\$150.00
2013-03-25	8945	\$150.00
2013-03-25	8857	\$150.00
2013-03-25	8844	\$549.00
2013-03-25	8812	\$561.00
2013-03-25	8833	\$621.00
2013-03-25	8876	\$633.00
2013-03-25	8851	\$721.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-03-25	8837	\$741.00
2013-03-25	8899	\$759.00
2013-03-25	8928	\$783.00
2013-03-25	8930	\$793.00
2013-03-25	8897	\$795.00
2013-03-25	8861	\$815.00
2013-03-25	8908	\$845.00
2013-03-25	8864	\$845.00
2013-03-25	8886	\$845.00
2013-03-25	11867	\$855.00
2013-03-25	8826	\$857.00
2013-03-25	8947	\$857.00
2013-03-25	8879	\$893.00
2013-03-26	8968	\$150.00
2013-03-26	8965	\$573.00
2013-03-26	8920	\$609.00
2013-03-26	9000	\$633.00
2013-03-26	9031	\$637.00
2013-03-26	9030	\$721.00
2013-03-26	8953	\$733.00
2013-03-26	8987	\$759.00
2013-03-26	8960	\$795.00
2013-03-26	9045	\$797.00
2013-03-26	8978	\$809.00
2013-03-26	9011	\$845.00
2013-03-26	9046	\$879.00
2013-03-26	9022	\$905.00
2013-03-27	9064	\$82.77
2013-03-27	9074	\$82.91
2013-03-27	9066	\$104.04
2013-03-27	9090	\$119.80
2013-03-27	9138	\$124.20
2013-03-27	9065	\$237.24
2013-03-27	9093	\$250.00
2013-03-27	9111	\$250.00
2013-03-27	9183	\$549.00
2013-03-27	9104	\$621.00
2013-03-27	9139	\$747.00
2013-03-27	9115	\$771.00
2013-03-27	9061	\$793.00
2013-03-27	9148	\$797.00
2013-03-27	9110	\$821.00
2013-03-27	9024	\$869.00
2013-03-27	9079	\$905.00
2013-03-27	9097	\$915.00
2013-03-27	9334	\$917.00
2013-03-28	9132	\$70.40
2013-03-28	9210	\$72.95
2013-03-28	9174	\$87.17
2013-03-28	9159	\$114.60
2013-03-28	9199	\$150.00
2013-03-28	9150	\$150.00
2013-03-28	9195	\$250.00
2013-03-28	9232	\$438.97
2013-03-28	9157	\$571.00
2013-03-28	9197	\$573.00
2013-03-28	9213	\$633.00
2013-03-28	9180	\$657.00
2013-03-28	9209	\$683.00
2013-03-28	9160	\$733.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-03-28	9165	\$747.00
2013-03-28	9236	\$747.00
2013-03-28	9162	\$771.00
2013-03-28	9114	\$771.00
2013-03-28	9125	\$843.00
2013-03-28	9196	\$857.00
2013-03-28	9223	\$903.00
2013-03-29	9273	\$25.00
2013-03-29	9287	\$69.69
2013-03-29	9226	\$69.83
2013-03-29	9269	\$86.03
2013-03-29	9265	\$100.00
2013-03-29	9330	\$280.00
2013-03-29	9246	\$489.90
2013-03-29	9356	\$549.00
2013-03-29	9214	\$561.00
2013-03-29	9228	\$657.00
2013-03-29	9297	\$745.00
2013-03-29	9314	\$771.00
2013-03-29	9319	\$793.00
2013-03-29	9345	\$797.00
2013-03-29	9299	\$805.00
2013-03-29	9355	\$821.00
2013-03-29	9244	\$841.00
2013-03-29	9344	\$845.00
2013-03-29	9331	\$853.00
2013-03-29	9332	\$853.00
2013-03-29	9346	\$857.00
2013-03-29	9310	\$881.00
2013-03-29	9318	\$939.00
2013-03-29	9302	\$941.00
2013-03-29	9268	\$953.00
2013-03-29	9349	\$1,129.00
2013-03-30	9405	\$45.10
2013-03-30	9352	\$89.86
2013-03-30	9388	\$144.20
2013-03-30	9336	\$200.00
2013-03-30	9402	\$385.23
2013-03-30	9401	\$649.00
2013-03-30	9400	\$673.00
2013-03-30	9426	\$681.00
2013-03-30	9327	\$708.00
2013-03-30	9420	\$721.00
2013-03-30	9322	\$781.00
2013-03-30	9351	\$819.00
2013-03-30	9348	\$821.00
2013-03-30	9449	\$833.00
2013-03-30	9444	\$845.00
2013-03-30	9416	\$879.00
2013-03-30	9450	\$893.00
2013-03-30	9376	\$937.00
2013-03-30	9316	\$1,311.00
2013-03-31	9421	\$91.28
2013-03-31	9467	\$92.84
2013-03-31	9489	\$150.00
2013-03-31	9532	\$390.14
2013-03-31	9455	\$549.00
2013-03-31	9505	\$673.00
2013-03-31	9513	\$685.00
2013-03-31	9478	\$758.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-03-31	9429	\$781.00
2013-03-31	9490	\$783.00
2013-03-31	9527	\$807.00
2013-03-31	9503	\$821.00
2013-03-31	9474	\$869.00
2013-03-31	9508	\$881.00
2013-04-01	9661	\$76.21
2013-04-01	9665	\$91.85
2013-04-01	9535	\$104.24
2013-04-01	9668	\$150.00
2013-04-01	9671	\$150.00
2013-04-01	9590	\$150.00
2013-04-01	9621	\$200.00
2013-04-01	9540	\$280.00
2013-04-01	9602	\$316.20
2013-04-01	9664	\$395.05
2013-04-01	9601	\$449.73
2013-04-01	9582	\$537.00
2013-04-01	9672	\$547.54
2013-04-01	9518	\$561.00
2013-04-01	9580	\$597.00
2013-04-01	9587	\$645.00
2013-04-01	9562	\$707.04
2013-04-01	9670	\$717.00
2013-04-01	9652	\$721.00
2013-04-01	9569	\$747.00
2013-04-01	9626	\$765.00
2013-04-01	9633	\$783.00
2013-04-01	9603	\$783.00
2013-04-01	9595	\$833.00
2013-04-01	9655	\$833.00
2013-04-01	9629	\$845.00
2013-04-01	9618	\$857.00
2013-04-01	9663	\$881.00
2013-04-01	9591	\$905.00
2013-04-01	9604	\$977.00
2013-04-02	9721	\$10.00
2013-04-02	9634	\$20.00
2013-04-02	9700	\$150.00
2013-04-02	9681	\$155.40
2013-04-02	9750	\$250.00
2013-04-02	9648	\$573.00
2013-04-02	9708	\$597.12
2013-04-02	9795	\$639.00
2013-04-02	9659	\$645.00
2013-04-02	9801	\$681.00
2013-04-02	9731	\$747.00
2013-04-02	9793	\$747.00
2013-04-02	9800	\$795.00
2013-04-02	9650	\$809.00
2013-04-02	9786	\$809.00
2013-04-02	9691	\$821.00
2013-04-02	9625	\$821.00
2013-04-02	9738	\$833.00
2013-04-02	9796	\$879.00
2013-04-02	9791	\$881.00
2013-04-02	9785	\$970.00
2013-04-03	9851	\$9.65
2013-04-03	9838	\$83.91
2013-04-03	9828	\$86.03

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-04-03	9817	\$110.00
2013-04-03	9848	\$150.00
2013-04-03	9818	\$150.00
2013-04-03	9824	\$254.81
2013-04-03	9905	\$280.00
2013-04-03	9915	\$316.02
2013-04-03	9908	\$537.00
2013-04-03	9892	\$573.00
2013-04-03	9835	\$637.00
2013-04-03	9962	\$721.00
2013-04-03	9803	\$807.00
2013-04-03	9881	\$809.00
2013-04-03	9832	\$809.00
2013-04-03	9856	\$813.00
2013-04-03	9822	\$831.00
2013-04-03	9799	\$831.00
2013-04-03	9855	\$831.00
2013-04-03	9909	\$857.00
2013-04-03	9843	\$862.00
2013-04-04	9984	\$83.34
2013-04-04	9982	\$88.30
2013-04-04	9901	\$100.00
2013-04-04	9945	\$115.10
2013-04-04	9985	\$125.00
2013-04-04	9987	\$150.00
2013-04-04	9988	\$150.00
2013-04-04	9996	\$200.00
2013-04-04	9953	\$280.00
2013-04-04	10030	\$280.00
2013-04-04	9974	\$597.00
2013-04-04	9937	\$621.00
2013-04-04	9884	\$645.00
2013-04-04	9883	\$673.00
2013-04-04	10028	\$723.03
2013-04-04	10038	\$769.00
2013-04-04	9933	\$817.00
2013-04-04	9941	\$821.00
2013-04-04	10025	\$833.00
2013-04-04	10016	\$890.00
2013-04-04	10039	\$917.00
2013-04-04	9912	\$941.00
2013-04-05	10069	\$62.00
2013-04-05	10140	\$73.18
2013-04-05	10098	\$79.19
2013-04-05	10057	\$86.17
2013-04-05	10121	\$100.00
2013-04-05	10108	\$125.00
2013-04-05	10132	\$133.80
2013-04-05	10129	\$426.31
2013-04-05	10145	\$537.00
2013-04-05	10114	\$549.00
2013-04-05	10110	\$621.00
2013-04-05	10023	\$768.00
2013-04-05	10136	\$819.00
2013-04-05	10085	\$831.00
2013-04-05	10041	\$869.00
2013-04-05	10146	\$877.00
2013-04-05	10093	\$917.00
2013-04-06	10128	\$145.80
2013-04-06	10183	\$150.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-04-06	10139	\$150.00
2013-04-06	10159	\$150.00
2013-04-06	10167	\$573.00
2013-04-06	10195	\$591.00
2013-04-06	10144	\$609.00
2013-04-06	10179	\$657.00
2013-04-06	10194	\$691.00
2013-04-06	10134	\$745.00
2013-04-06	10235	\$759.00
2013-04-06	10236	\$783.00
2013-04-06	10168	\$821.00
2013-04-06	10141	\$831.00
2013-04-06	10176	\$833.00
2013-04-06	10254	\$833.00
2013-04-06	10116	\$833.00
2013-04-06	10200	\$905.00
2013-04-06	10174	\$927.00
2013-04-07	10365	\$60.00
2013-04-07	10304	\$99.08
2013-04-07	10281	\$100.00
2013-04-07	10296	\$100.80
2013-04-07	10333	\$107.83
2013-04-07	10332	\$138.60
2013-04-07	10294	\$150.00
2013-04-07	10329	\$150.00
2013-04-07	10285	\$171.00
2013-04-07	10265	\$244.86
2013-04-07	10264	\$250.00
2013-04-07	10351	\$549.00
2013-04-07	10232	\$597.00
2013-04-07	10357	\$609.00
2013-04-07	10246	\$658.00
2013-04-07	10249	\$709.00
2013-04-07	10302	\$795.00
2013-04-07	10360	\$795.00
2013-04-07	10269	\$819.00
2013-04-07	10358	\$821.00
2013-04-07	10227	\$831.00
2013-04-07	10362	\$845.00
2013-04-07	10323	\$869.00
2013-04-07	10317	\$869.00
2013-04-07	10244	\$869.00
2013-04-07	10313	\$881.00
2013-04-07	10245	\$891.00
2013-04-07	10261	\$893.00
2013-04-08	10415	\$83.76
2013-04-08	10420	\$150.00
2013-04-08	10350	\$250.00
2013-04-08	10368	\$265.14
2013-04-08	10422	\$280.00
2013-04-08	10380	\$482.64
2013-04-08	10416	\$673.00
2013-04-08	10374	\$747.00
2013-04-08	10378	\$747.00
2013-04-08	10473	\$881.00
2013-04-08	10438	\$934.00
2013-04-09	10467	\$79.76
2013-04-09	10469	\$92.41
2013-04-09	10546	\$94.68
2013-04-09	10555	\$100.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-04-09	10506	\$101.45
2013-04-09	10556	\$101.63
2013-04-09	10484	\$147.59
2013-04-09	10533	\$150.00
2013-04-09	10534	\$280.00
2013-04-09	10529	\$280.00
2013-04-09	10563	\$561.00
2013-04-09	10560	\$621.00
2013-04-09	10545	\$633.00
2013-04-09	10577	\$637.00
2013-04-09	10462	\$723.00
2013-04-09	10524	\$799.00
2013-04-09	10559	\$807.00
2013-04-09	10527	\$845.00
2013-04-09	10550	\$857.00
2013-04-09	10504	\$869.00
2013-04-09	10474	\$929.00
2013-04-09	10488	\$941.00
2013-04-09	10507	\$963.00
2013-04-10	10637	\$60.00
2013-04-10	10641	\$71.68
2013-04-10	10624	\$77.49
2013-04-10	10635	\$82.63
2013-04-10	10580	\$90.43
2013-04-10	10609	\$98.94
2013-04-10	10651	\$200.00
2013-04-10	10654	\$385.23
2013-04-10	10644	\$488.97
2013-04-10	10631	\$566.63
2013-04-10	10565	\$609.00
2013-04-10	10599	\$657.00
2013-04-10	10698	\$673.00
2013-04-10	10622	\$747.00
2013-04-10	10640	\$797.00
2013-04-10	10603	\$831.00
2013-04-10	10645	\$833.00
2013-04-10	10586	\$833.00
2013-04-10	10667	\$843.00
2013-04-10	10605	\$857.00
2013-04-10	10610	\$869.00
2013-04-10	10678	\$872.32
2013-04-10	10595	\$881.00
2013-04-10	12631	\$1,001.00
2013-04-11	10703	\$82.63
2013-04-11	10740	\$523.00
2013-04-11	10719	\$549.00
2013-04-11	10683	\$561.00
2013-04-11	10689	\$572.89
2013-04-11	10708	\$697.00
2013-04-11	10720	\$709.00
2013-04-11	10758	\$733.00
2013-04-11	10749	\$757.00
2013-04-11	10713	\$771.00
2013-04-11	10734	\$783.00
2013-04-11	10736	\$819.00
2013-04-11	10732	\$821.00
2013-04-11	10784	\$833.00
2013-04-11	10739	\$853.00
2013-04-11	10802	\$857.00
2013-04-11	10737	\$881.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-04-11	10768	\$905.00
2013-04-12	10846	\$16.86
2013-04-12	10909	\$20.00
2013-04-12	10806	\$86.17
2013-04-12	10833	\$86.46
2013-04-12	10922	\$87.73
2013-04-12	10800	\$92.56
2013-04-12	10886	\$124.18
2013-04-12	10860	\$150.00
2013-04-12	10897	\$150.00
2013-04-12	10835	\$304.87
2013-04-12	10874	\$409.78
2013-04-12	10893	\$645.00
2013-04-12	10891	\$708.00
2013-04-12	10879	\$747.00
2013-04-12	10781	\$821.00
2013-04-12	10911	\$1,025.00
2013-04-13	10946	\$100.00
2013-04-13	10964	\$103.05
2013-04-13	10933	\$200.00
2013-04-13	10931	\$280.00
2013-04-13	10887	\$573.00
2013-04-13	10983	\$609.00
2013-04-13	11011	\$697.00
2013-04-13	10968	\$783.00
2013-04-13	10952	\$833.00
2013-04-13	10998	\$833.00
2013-04-13	10950	\$845.00
2013-04-13	10947	\$857.00
2013-04-13	10914	\$893.00
2013-04-13	10937	\$1,071.00
2013-04-14	11070	\$91.85
2013-04-14	12715	\$103.33
2013-04-14	11072	\$150.00
2013-04-14	11018	\$185.44
2013-04-14	11055	\$511.00
2013-04-14	10994	\$585.00
2013-04-14	11062	\$609.00
2013-04-14	11044	\$759.00
2013-04-14	11067	\$795.00
2013-04-14	10980	\$829.00
2013-04-14	11020	\$845.00
2013-04-14	11022	\$857.00
2013-04-14	11015	\$874.00
2013-04-15	11150	\$86.88
2013-04-15	11125	\$87.45
2013-04-15	11145	\$88.30
2013-04-15	11165	\$150.00
2013-04-15	11123	\$150.00
2013-04-15	11201	\$549.00
2013-04-15	11133	\$561.00
2013-04-15	11144	\$633.00
2013-04-15	11128	\$741.00
2013-04-15	11189	\$757.00
2013-04-15	11167	\$809.00
2013-04-15	11126	\$809.00
2013-04-15	11108	\$845.00
2013-04-15	11184	\$845.00
2013-04-16	11279	\$79.19
2013-04-16	11254	\$86.17

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-04-16	11205	\$86.60
2013-04-16	11271	\$87.17
2013-04-16	11282	\$150.00
2013-04-16	11173	\$150.00
2013-04-16	11203	\$549.00
2013-04-16	11241	\$549.00
2013-04-16	11199	\$573.00
2013-04-16	11284	\$771.00
2013-04-16	11287	\$771.00
2013-04-16	11283	\$797.00
2013-04-16	11216	\$797.00
2013-04-16	11210	\$807.00
2013-04-16	11226	\$819.00
2013-04-16	11262	\$881.00
2013-04-17	11326	\$150.00
2013-04-17	11304	\$150.00
2013-04-17	11268	\$549.00
2013-04-17	11377	\$549.00
2013-04-17	11355	\$597.00
2013-04-17	11329	\$733.00
2013-04-17	11278	\$819.00
2013-04-17	11352	\$819.00
2013-04-17	11299	\$819.00
2013-04-17	11322	\$833.00
2013-04-17	11280	\$867.00
2013-04-17	11314	\$881.00
2013-04-17	11286	\$1,189.00
2013-04-18	11392	\$47.41
2013-04-18	11424	\$91.85
2013-04-18	11485	\$150.00
2013-04-18	11437	\$150.00
2013-04-18	11450	\$150.00
2013-04-18	11429	\$150.00
2013-04-18	11443	\$200.00
2013-04-18	11436	\$511.00
2013-04-18	11433	\$617.95
2013-04-18	11447	\$621.00
2013-04-18	11489	\$705.00
2013-04-18	11372	\$729.00
2013-04-18	11486	\$757.00
2013-04-18	11387	\$783.00
2013-04-18	11418	\$797.00
2013-04-18	11375	\$797.00
2013-04-18	11394	\$819.00
2013-04-18	11448	\$833.00
2013-04-18	11370	\$833.00
2013-04-18	11391	\$961.00
2013-04-19	11522	\$77.49
2013-04-19	11538	\$90.85
2013-04-19	11468	\$121.80
2013-04-19	11520	\$124.20
2013-04-19	11536	\$150.00
2013-04-19	11497	\$150.00
2013-04-19	11589	\$150.00
2013-04-19	11541	\$280.00
2013-04-19	12924	\$357.20
2013-04-19	11576	\$609.00
2013-04-19	11505	\$621.00
2013-04-19	11493	\$697.00
2013-04-19	11542	\$733.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-04-19	11481	\$759.00
2013-04-19	11540	\$807.00
2013-04-19	11584	\$809.00
2013-04-19	11499	\$821.00
2013-04-19	11565	\$893.00
2013-04-19	11510	\$941.00
2013-04-19	11550	\$1,073.00
2013-04-20	11585	\$20.00
2013-04-20	11611	\$120.60
2013-04-20	11571	\$150.00
2013-04-20	11635	\$250.00
2013-04-20	11619	\$280.00
2013-04-20	11677	\$549.00
2013-04-20	11638	\$585.00
2013-04-20	11657	\$621.00
2013-04-20	11659	\$645.00
2013-04-20	11564	\$661.00
2013-04-20	11618	\$757.00
2013-04-20	11617	\$757.00
2013-04-20	11566	\$795.00
2013-04-20	11631	\$833.00
2013-04-20	11594	\$857.00
2013-04-20	11590	\$973.00
2013-04-21	11746	\$76.50
2013-04-21	11695	\$93.83
2013-04-21	11691	\$101.20
2013-04-21	11664	\$150.00
2013-04-21	11719	\$227.40
2013-04-21	11690	\$280.00
2013-04-21	11698	\$488.96
2013-04-21	11736	\$645.00
2013-04-21	11687	\$649.00
2013-04-21	11756	\$709.00
2013-04-21	11765	\$735.00
2013-04-21	11743	\$771.00
2013-04-21	11705	\$821.00
2013-04-21	11770	\$833.00
2013-04-21	11694	\$857.00
2013-04-21	11757	\$881.00
2013-04-21	11673	\$898.00
2013-04-21	11675	\$929.00
2013-04-22	11798	\$124.20
2013-04-22	11814	\$537.00
2013-04-22	11823	\$540.11
2013-04-22	11822	\$573.00
2013-04-22	11824	\$585.00
2013-04-22	11792	\$585.00
2013-04-22	11775	\$759.00
2013-04-22	11773	\$795.00
2013-04-22	11780	\$855.00
2013-04-23	11886	\$125.00
2013-04-23	11880	\$189.90
2013-04-23	11933	\$200.00
2013-04-23	11949	\$200.00
2013-04-23	11892	\$287.40
2013-04-23	11845	\$446.00
2013-04-23	11871	\$479.30
2013-04-23	11922	\$499.99
2013-04-23	11930	\$797.00
2013-04-23	11909	\$857.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-04-23	11889	\$977.00
2013-04-24	12005	\$11.85
2013-04-24	12027	\$12.00
2013-04-24	11975	\$44.24
2013-04-24	11981	\$73.52
2013-04-24	12044	\$84.33
2013-04-24	11952	\$100.00
2013-04-24	11980	\$150.00
2013-04-24	11947	\$171.00
2013-04-24	12051	\$609.00
2013-04-24	11973	\$783.00
2013-04-24	12067	\$807.00
2013-04-24	12059	\$833.00
2013-04-24	12052	\$869.00
2013-04-24	11995	\$881.00
2013-04-25	12104	\$64.93
2013-04-25	12090	\$75.00
2013-04-25	12109	\$88.73
2013-04-25	12066	\$108.86
2013-04-25	12124	\$150.00
2013-04-25	12079	\$344.70
2013-04-25	12117	\$905.00
2013-04-26	12240	\$104.61
2013-04-26	12205	\$150.00
2013-04-26	12215	\$150.00
2013-04-26	13426	\$150.00
2013-04-26	12209	\$385.23
2013-04-26	12224	\$609.00
2013-04-26	12225	\$769.00
2013-04-26	12220	\$845.00
2013-04-26	12223	\$855.00
2013-04-27	12276	\$100.00
2013-04-27	12252	\$250.00
2013-04-27	12249	\$280.00
2013-04-27	12300	\$280.00
2013-04-27	12304	\$458.88
2013-04-27	12285	\$549.00
2013-04-27	12241	\$741.00
2013-04-27	12260	\$747.00
2013-04-27	12265	\$807.00
2013-04-27	12232	\$857.00
2013-04-27	12277	\$905.00
2013-04-28	12311	\$20.00
2013-04-28	12383	\$69.51
2013-04-28	12356	\$83.62
2013-04-28	12364	\$160.00
2013-04-28	12392	\$200.00
2013-04-28	12329	\$445.23
2013-04-28	12372	\$537.00
2013-04-28	12395	\$549.00
2013-04-28	12353	\$561.00
2013-04-28	12340	\$585.00
2013-04-28	13850	\$585.00
2013-04-28	12338	\$645.00
2013-04-28	12373	\$681.00
2013-04-28	12371	\$681.00
2013-04-28	12393	\$721.00
2013-04-28	12347	\$759.00
2013-04-28	12382	\$771.00
2013-04-28	12357	\$821.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-04-28	12424	\$845.00
2013-04-28	12369	\$845.00
2013-04-28	12396	\$869.00
2013-04-28	12415	\$881.00
2013-04-28	12394	\$881.00
2013-04-28	12337	\$905.00
2013-04-28	12379	\$929.00
2013-04-29	12434	\$85.63
2013-04-29	12480	\$91.28
2013-04-29	12493	\$100.00
2013-04-29	12519	\$150.00
2013-04-29	12511	\$150.00
2013-04-29	12482	\$250.00
2013-04-29	12478	\$470.61
2013-04-29	12427	\$523.00
2013-04-29	12456	\$549.00
2013-04-29	12466	\$573.00
2013-04-29	12476	\$609.00
2013-04-29	12444	\$621.00
2013-04-29	12521	\$633.00
2013-04-29	12453	\$709.00
2013-04-29	12499	\$709.00
2013-04-29	12458	\$783.00
2013-04-29	12461	\$783.00
2013-04-29	12500	\$809.00
2013-04-29	12497	\$809.00
2013-04-29	12492	\$843.00
2013-04-29	12498	\$853.00
2013-04-29	12417	\$953.00
2013-04-29	12477	\$1,177.00
2013-04-30	12544	\$93.12
2013-04-30	12560	\$125.00
2013-04-30	12561	\$125.00
2013-04-30	12541	\$150.00
2013-04-30	12531	\$150.00
2013-04-30	12552	\$150.00
2013-04-30	12542	\$537.00
2013-04-30	12600	\$573.00
2013-04-30	12557	\$649.00
2013-04-30	12539	\$709.00
2013-04-30	12586	\$709.00
2013-04-30	12620	\$745.00
2013-04-30	12582	\$759.00
2013-04-30	12619	\$795.00
2013-04-30	12576	\$807.00
2013-04-30	12618	\$821.00
2013-04-30	12604	\$833.00
2013-04-30	12603	\$833.00
2013-04-30	12584	\$869.00
2013-04-30	12568	\$929.00
2013-05-01	12669	\$150.00
2013-05-01	12612	\$150.00
2013-05-01	12636	\$150.00
2013-05-01	12661	\$183.30
2013-05-01	12667	\$561.00
2013-05-01	12634	\$561.00
2013-05-01	12668	\$705.00
2013-05-01	12615	\$733.00
2013-05-01	12697	\$843.00
2013-05-01	12648	\$881.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-05-02	12745	\$80.88
2013-05-02	12790	\$82.77
2013-05-02	12737	\$87.26
2013-05-02	12792	\$103.17
2013-05-02	12735	\$150.00
2013-05-02	12757	\$199.40
2013-05-02	12761	\$250.00
2013-05-02	12789	\$351.00
2013-05-02	12711	\$561.00
2013-05-02	12785	\$585.00
2013-05-02	12752	\$893.00
2013-05-03	12837	\$150.00
2013-05-03	12864	\$150.00
2013-05-03	12841	\$150.00
2013-05-03	12901	\$150.00
2013-05-03	12846	\$150.00
2013-05-03	12771	\$150.00
2013-05-03	12825	\$151.80
2013-05-03	12819	\$159.00
2013-05-03	12853	\$175.80
2013-05-03	12804	\$585.00
2013-05-03	12868	\$621.00
2013-05-03	12809	\$697.00
2013-05-03	12832	\$733.00
2013-05-03	12803	\$759.00
2013-05-03	12775	\$781.00
2013-05-03	12895	\$797.00
2013-05-03	12902	\$807.00
2013-05-03	12899	\$807.00
2013-05-03	12893	\$833.00
2013-05-03	12908	\$905.00
2013-05-03	12911	\$905.00
2013-05-04	12955	\$63.23
2013-05-04	12968	\$67.82
2013-05-04	12930	\$92.41
2013-05-04	12921	\$120.70
2013-05-04	12971	\$280.00
2013-05-04	12926	\$343.98
2013-05-04	12891	\$449.06
2013-05-04	13016	\$645.00
2013-05-04	12944	\$649.00
2013-05-04	12982	\$757.00
2013-05-04	12984	\$797.00
2013-05-04	12985	\$807.00
2013-05-04	13026	\$809.00
2013-05-04	12927	\$813.00
2013-05-04	12946	\$865.00
2013-05-04	12973	\$929.00
2013-05-05	13071	\$70.97
2013-05-05	13082	\$88.87
2013-05-05	13003	\$90.43
2013-05-05	13051	\$94.97
2013-05-05	13053	\$163.80
2013-05-05	13007	\$573.00
2013-05-05	13160	\$573.00
2013-05-05	13043	\$697.00
2013-05-05	13102	\$711.00
2013-05-05	13047	\$733.00
2013-05-05	12992	\$741.00
2013-05-05	13094	\$759.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-05-05	13096	\$759.00
2013-05-05	12997	\$777.00
2013-05-05	13041	\$863.24
2013-05-05	12991	\$881.00
2013-05-05	13088	\$903.00
2013-05-05	13117	\$905.00
2013-05-05	13021	\$1,018.00
2013-05-06	13173	\$87.31
2013-05-06	13170	\$250.00
2013-05-06	13106	\$479.70
2013-05-06	13134	\$573.00
2013-05-06	13215	\$621.00
2013-05-06	13139	\$633.00
2013-05-06	13218	\$639.48
2013-05-06	13158	\$721.00
2013-05-06	13204	\$783.00
2013-05-06	13105	\$795.00
2013-05-06	13144	\$797.00
2013-05-06	13217	\$821.00
2013-05-06	13179	\$831.00
2013-05-06	13199	\$831.00
2013-05-06	13219	\$833.00
2013-05-06	13174	\$843.00
2013-05-06	13177	\$845.00
2013-05-06	13216	\$869.00
2013-05-06	13164	\$869.00
2013-05-06	13153	\$929.00
2013-05-07	13229	\$100.00
2013-05-07	13261	\$105.10
2013-05-07	13249	\$125.00
2013-05-07	13266	\$131.40
2013-05-07	13255	\$150.00
2013-05-07	13200	\$194.81
2013-05-07	13228	\$207.60
2013-05-07	13290	\$549.00
2013-05-07	13257	\$561.00
2013-05-07	13270	\$621.00
2013-05-07	13286	\$623.00
2013-05-07	13226	\$881.00
2013-05-08	13357	\$100.00
2013-05-08	13334	\$150.00
2013-05-08	13392	\$200.00
2013-05-08	13356	\$280.00
2013-05-08	13386	\$637.00
2013-05-08	13320	\$685.00
2013-05-08	13365	\$721.00
2013-05-08	13402	\$745.00
2013-05-08	13360	\$757.00
2013-05-08	13345	\$779.00
2013-05-08	13330	\$795.00
2013-05-08	13350	\$807.00
2013-05-08	13294	\$831.00
2013-05-08	13381	\$845.00
2013-05-08	13376	\$917.00
2013-05-09	13522	\$77.35
2013-05-09	13491	\$82.77
2013-05-09	13496	\$89.72
2013-05-09	13518	\$93.07
2013-05-09	13486	\$104.47
2013-05-09	13434	\$141.40

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-05-09	13479	\$150.00
2013-05-09	13443	\$150.00
2013-05-09	13428	\$150.00
2013-05-09	13450	\$150.00
2013-05-09	13494	\$452.25
2013-05-09	13468	\$499.00
2013-05-09	13440	\$549.00
2013-05-09	13507	\$573.00
2013-05-09	13412	\$603.00
2013-05-09	13456	\$621.00
2013-05-09	13404	\$649.00
2013-05-09	13441	\$693.00
2013-05-09	13490	\$797.00
2013-05-09	13437	\$833.00
2013-05-09	13451	\$905.00
2013-05-09	13417	\$915.00
2013-05-09	13519	\$1,001.00
2013-05-10	13617	\$87.56
2013-05-10	13589	\$97.52
2013-05-10	13584	\$102.10
2013-05-10	13565	\$125.00
2013-05-10	13632	\$150.00
2013-05-10	13550	\$150.00
2013-05-10	13541	\$200.00
2013-05-10	13556	\$200.00
2013-05-10	13542	\$250.00
2013-05-10	13613	\$466.02
2013-05-10	13506	\$573.00
2013-05-10	13505	\$657.00
2013-05-10	13602	\$741.00
2013-05-10	13588	\$745.00
2013-05-10	13570	\$759.00
2013-05-10	13553	\$819.00
2013-05-10	13597	\$857.00
2013-05-10	13581	\$953.00
2013-05-10	13612	\$1,227.00
2013-05-11	13666	\$60.25
2013-05-11	13695	\$82.63
2013-05-11	13710	\$93.83
2013-05-11	13706	\$150.00
2013-05-11	13692	\$354.87
2013-05-11	13647	\$463.40
2013-05-11	13682	\$531.00
2013-05-11	13627	\$537.00
2013-05-11	13699	\$637.00
2013-05-11	13645	\$747.00
2013-05-11	13594	\$759.00
2013-05-11	13694	\$783.00
2013-05-11	13678	\$795.00
2013-05-11	13662	\$809.00
2013-05-11	13685	\$819.00
2013-05-11	13725	\$833.00
2013-05-11	13758	\$845.00
2013-05-11	13667	\$855.00
2013-05-11	13606	\$881.00
2013-05-12	13844	\$16.38
2013-05-12	13774	\$86.74
2013-05-12	13775	\$92.27
2013-05-12	13820	\$189.90
2013-05-12	13797	\$280.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-05-12	13831	\$465.87
2013-05-12	13818	\$549.00
2013-05-12	13749	\$561.00
2013-05-12	13771	\$597.00
2013-05-12	13777	\$645.00
2013-05-12	13751	\$797.00
2013-05-12	13805	\$831.00
2013-05-12	13817	\$893.00
2013-05-12	13764	\$953.00
2013-05-13	13845	\$82.63
2013-05-13	13835	\$90.71
2013-05-13	13883	\$93.12
2013-05-13	14064	\$101.20
2013-05-13	13799	\$146.60
2013-05-13	13940	\$183.00
2013-05-13	13837	\$537.00
2013-05-13	13908	\$633.00
2013-05-13	13900	\$685.00
2013-05-13	13864	\$833.00
2013-05-13	13832	\$903.00
2013-05-13	13863	\$922.00
2013-05-13	13807	\$927.00
2013-05-13	13852	\$989.00
2013-05-14	13966	\$82.91
2013-05-14	14013	\$83.34
2013-05-14	13981	\$150.00
2013-05-14	13968	\$591.00
2013-05-14	13955	\$657.00
2013-05-14	14012	\$715.00
2013-05-14	13965	\$797.00
2013-05-14	13991	\$831.00
2013-05-15	14084	\$20.00
2013-05-15	14131	\$74.79
2013-05-15	14017	\$82.63
2013-05-15	14035	\$87.31
2013-05-15	14071	\$150.00
2013-05-15	14049	\$369.60
2013-05-15	14141	\$549.00
2013-05-15	14015	\$561.00
2013-05-15	14107	\$561.00
2013-05-15	14080	\$573.00
2013-05-15	14059	\$573.00
2013-05-15	14079	\$609.00
2013-05-15	14102	\$621.00
2013-05-15	14111	\$657.00
2013-05-15	14128	\$771.00
2013-05-15	14115	\$771.00
2013-05-15	14138	\$793.00
2013-05-15	14089	\$809.00
2013-05-15	14043	\$843.00
2013-05-15	14069	\$898.00
2013-05-15	14070	\$898.00
2013-05-15	14129	\$929.00
2013-05-16	14247	\$85.04
2013-05-16	14225	\$90.43
2013-05-16	14178	\$150.00
2013-05-16	14266	\$150.00
2013-05-16	14185	\$280.00
2013-05-16	14147	\$380.32
2013-05-16	14208	\$447.35

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-05-16	14120	\$573.00
2013-05-16	14134	\$609.00
2013-05-16	14194	\$609.00
2013-05-16	14193	\$649.00
2013-05-16	14176	\$721.00
2013-05-16	14195	\$721.00
2013-05-16	14186	\$777.00
2013-05-16	14260	\$809.00
2013-05-16	14245	\$831.00
2013-05-16	14209	\$965.00
2013-05-17	14309	\$20.00
2013-05-17	14381	\$78.20
2013-05-17	14314	\$82.77
2013-05-17	14351	\$91.42
2013-05-17	14304	\$549.00
2013-05-17	14325	\$573.00
2013-05-17	14316	\$621.00
2013-05-17	14313	\$633.00
2013-05-17	14274	\$645.00
2013-05-17	14346	\$663.01
2013-05-17	14336	\$681.00
2013-05-17	14275	\$893.00
2013-05-17	14374	\$905.00
2013-05-17	14365	\$965.00
2013-05-18	14355	\$87.02
2013-05-18	14429	\$150.00
2013-05-18	14425	\$150.00
2013-05-18	14458	\$150.00
2013-05-18	14442	\$150.00
2013-05-18	14461	\$200.00
2013-05-18	14401	\$510.31
2013-05-18	14403	\$561.00
2013-05-18	14421	\$585.00
2013-05-18	14369	\$597.00
2013-05-18	14418	\$661.00
2013-05-18	14415	\$709.00
2013-05-18	14414	\$745.00
2013-05-18	14441	\$783.00
2013-05-18	14504	\$807.00
2013-05-18	14473	\$843.00
2013-05-18	14433	\$857.00
2013-05-18	14815	\$869.00
2013-05-18	14470	\$891.00
2013-05-18	14406	\$893.00
2013-05-19	14526	\$85.32
2013-05-19	14663	\$101.23
2013-05-19	14537	\$110.71
2013-05-19	14524	\$150.00
2013-05-19	14590	\$150.00
2013-05-19	14507	\$150.00
2013-05-19	14532	\$335.23
2013-05-19	14469	\$585.00
2013-05-19	14587	\$695.00
2013-05-19	14548	\$769.00
2013-05-19	14559	\$845.00
2013-05-19	14586	\$929.00
2013-05-20	14605	\$74.65
2013-05-20	14631	\$86.03
2013-05-20	14619	\$87.17
2013-05-20	14615	\$91.28

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-05-20	14681	\$100.80
2013-05-20	14596	\$537.00
2013-05-20	14703	\$561.00
2013-05-20	14633	\$585.00
2013-05-20	14610	\$597.00
2013-05-20	14639	\$661.00
2013-05-20	14653	\$685.00
2013-05-20	14656	\$709.00
2013-05-20	14621	\$747.00
2013-05-20	14597	\$756.00
2013-05-20	14645	\$807.00
2013-05-21	14765	\$95.39
2013-05-21	14705	\$150.00
2013-05-21	14760	\$200.00
2013-05-21	14795	\$289.11
2013-05-21	14686	\$561.00
2013-05-21	14717	\$573.00
2013-05-21	14792	\$585.00
2013-05-21	14738	\$587.00
2013-05-21	14734	\$669.00
2013-05-21	14716	\$747.00
2013-05-21	14718	\$771.00
2013-05-21	14687	\$771.00
2013-05-21	14727	\$797.00
2013-05-21	14757	\$809.00
2013-05-21	14731	\$845.00
2013-05-21	14766	\$1,013.00
2013-05-21	14672	\$1,865.00
2013-05-22	14842	\$87.73
2013-05-22	14923	\$91.14
2013-05-22	14889	\$91.70
2013-05-22	14939	\$98.94
2013-05-22	14932	\$99.36
2013-05-22	14849	\$150.00
2013-05-22	14846	\$150.00
2013-05-22	14872	\$279.29
2013-05-22	14779	\$585.00
2013-05-22	14884	\$597.00
2013-05-22	14833	\$717.00
2013-05-22	14914	\$809.00
2013-05-22	14879	\$821.00
2013-05-22	14853	\$821.00
2013-05-22	14863	\$833.00
2013-05-22	14893	\$833.00
2013-05-22	14944	\$833.00
2013-05-22	14946	\$845.00
2013-05-22	14881	\$857.00
2013-05-22	14780	\$857.00
2013-05-22	14921	\$1,013.00
2013-05-23	15014	\$82.77
2013-05-23	15020	\$83.48
2013-05-23	15018	\$85.85
2013-05-23	14964	\$90.43
2013-05-23	15003	\$110.00
2013-05-23	15001	\$280.00
2013-05-23	15039	\$523.00
2013-05-23	14919	\$747.00
2013-05-23	15021	\$809.00
2013-05-23	15010	\$809.00
2013-05-23	14990	\$833.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-05-23	14986	\$857.00
2013-05-23	15009	\$857.00
2013-05-23	14993	\$886.00
2013-05-23	14974	\$917.00
2013-05-23	14998	\$997.00
2013-05-24	15115	\$59.54
2013-05-24	15067	\$70.11
2013-05-24	15066	\$89.72
2013-05-24	15143	\$97.23
2013-05-24	15144	\$110.56
2013-05-24	15151	\$125.00
2013-05-24	15139	\$694.00
2013-05-24	15154	\$759.00
2013-05-24	15077	\$831.00
2013-05-24	15156	\$857.00
2013-05-24	15136	\$893.00
2013-05-25	15202	\$76.07
2013-05-25	15207	\$86.60
2013-05-25	15232	\$99.79
2013-05-25	15167	\$119.50
2013-05-25	15189	\$150.00
2013-05-25	15181	\$549.00
2013-05-25	15203	\$561.00
2013-05-25	15170	\$673.00
2013-05-25	15124	\$733.00
2013-05-25	15205	\$747.00
2013-05-25	15125	\$781.00
2013-05-25	15142	\$821.00
2013-05-25	15193	\$869.00
2013-05-25	15226	\$881.00
2013-05-26	15345	\$75.36
2013-05-26	15283	\$96.10
2013-05-26	15280	\$100.64
2013-05-26	15246	\$150.00
2013-05-26	15234	\$479.40
2013-05-26	15295	\$611.00
2013-05-26	15228	\$771.00
2013-05-26	15299	\$831.00
2013-05-26	15251	\$867.00
2013-05-26	15236	\$867.00
2013-05-26	15314	\$905.00
2013-05-26	15268	\$958.00
2013-05-27	15428	\$36.55
2013-05-27	15386	\$96.38
2013-05-27	15377	\$100.00
2013-05-27	15404	\$585.00
2013-05-27	15369	\$673.00
2013-05-27	15432	\$729.00
2013-05-27	15352	\$821.00
2013-05-27	15353	\$821.00
2013-05-27	15392	\$965.00
2013-05-27	15402	\$997.00
2013-05-27	15443	\$1,351.00
2013-05-28	15457	\$150.00
2013-05-28	15486	\$150.00
2013-05-28	15533	\$399.96
2013-05-28	15521	\$609.00
2013-05-28	15494	\$645.00
2013-05-28	15546	\$721.00
2013-05-28	15537	\$721.00

ATTACHMENT A - Q1 FY13/14 BDWO

Trip Date	Run #	Due
2013-05-28	15431	\$759.00
2013-05-28	15526	\$781.00
2013-05-28	15501	\$795.00
2013-05-28	15556	\$833.00
2013-05-28	15469	\$965.00
2013-05-28	15489	\$1,085.00
2013-05-29	15613	\$561.00
2013-05-29	15629	\$609.00
2013-05-29	15593	\$617.00
2013-05-29	15586	\$685.00
2013-05-29	15545	\$693.00
2013-05-29	15637	\$741.00
2013-05-29	15574	\$759.00
2013-05-29	15571	\$845.00
2013-05-30	15715	\$783.00
2013-05-30	15714	\$797.00
2013-05-31	15813	\$150.00
2013-05-31	15827	\$573.00
2013-05-31	15875	\$899.00
2013-06-05	16290	\$100.00
2013-06-07	16511	\$249.72
2013-06-10	16874	\$585.00
2013-06-11	16958	\$6.94
2013-06-11	16988	\$621.00
2013-06-13	17165	\$585.00
2013-06-14	17320	\$745.00
2013-06-16	17478	\$561.00
2013-06-21	18071	\$93.12
2013-06-24	18378	\$84.61
2013-06-27	18676	\$537.00
2013-06-28	18724	\$821.00
2013-06-30	18978	\$561.00
2013-07-01	19097	\$609.00
2013-07-04	19362	\$649.00
2013-07-10	20037	\$819.00
2013-07-14	20425	\$649.00
2013-07-20	21134	\$73.80
2013-07-21	21142	\$821.00
2013-07-25	21588	\$585.00
2013-07-25	21637	\$597.00
2013-08-03	22490	\$549.00
2013-08-03	22593	\$845.00
2013-08-06	22883	\$150.00
2013-08-08	23107	\$697.00
2013-08-08	23100	\$759.00
2013-08-14	23807	\$573.00
2013-08-16	23961	\$833.00
2013-08-19	24284	\$709.00
2013-08-20	24425	\$647.00
2013-08-23	24722	\$549.00
2013-08-24	24825	\$869.00
# Transports = 1,911		\$996,798.91



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5631

County Administrator's Report 15. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: Application for a Certificate of Need - Pat's Bobcat Services, Inc., d/b/a Deep South Containers, LLC

From: Pat Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Application for a Certificate of Need for Pat's Bobcat Service, Inc., d/b/a Deep South Containers, LLC - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning an Application for a Certificate of Need for a Solid Waste Management Activity for Pat's Bobcat Service, Inc., d/b/a Deep South Containers, LLC:

A. Approve the Application for a Certificate of Need, permitting Pat's Bobcat Service, Inc., d/b/a Deep South Containers, LLC, to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate.

[Funding: Fund 401, Solid Waste Fund, Account No. 343402]

BACKGROUND:

An Application for Certificate of Need has been submitted to the Solid Waste Management Department by Pat's Bobcat Service, Inc. d/b/a Deep South Containers, LLC to operate in Escambia County. This company anticipates servicing Escambia County by providing the collection and transportation of solid waste directly from commercial sites to the County's landfill.

The Escambia County Code of Ordinances, Chapter 82 *Solid Waste*, stipulates that each entity must hold a valid Certificate of Need and a Solid Waste Management Permit in order to manage solid waste in Escambia County. An executed Certificate of Need is valid indefinitely unless a change in name or ownership occurs.

BUDGETARY IMPACT:

The required Permit Application Fee of \$150.00 has been deposited into Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board of County Commissioners mission statement: "To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community."

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, original Certificates of Need will be distributed to the Clerk of the Court, the issuing department and the applicant. A Solid Waste Management Permit will then be issued and distributed accordingly. Compliance with insurance requirements for permits was coordinated with the Office of Risk Management.

Attachments

Deep South Containers CON

Pat's Bobcat Service Letter

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

County Courthouse
Pensacola, Florida 32501

**APPLICATION FOR
CERTIFICATE OF NEED**

TO: Board of County Commissioners
of Escambia County, Florida
County Courthouse Annex
223 Palafox Place
Pensacola, Florida 32501

Date: 1/13/14

(Name of Business) Deep South Containers LLC applies for
a Certificate of Need to operate Construction debris - (Waste Permit) under the
(Type of Service)
Name of Pat's Bobcat Service, Inc. DBA Deep South Containers LLC
Owned or operated by Pat J Manderscheid
(Individual/Corporation/Partnership)
at 1571 Evers Hvn, Cantonment, FL 32533
(Location of Operation)
Fiscal Year End N/A
Federal Identification Number 46-4079702

Attached hereto is the following information as provided for in Escambia County Code of Ordinances Chapter 82, Solid Waste:

(ATTACH ALL INFORMATION APPLICABLE)

1. ☒ A statement of purpose and need for the activity, service or facility.
2. ☐ A statement of funding sources.
3. ☐ A statement of financial resources of the applicant.
4. ☐ A statement of the cost of operation.
5. ☒ Area to be served.
6. ☒ A statement of existing facilities or services available in area to be served.
7. ☐ Other information requested by the Board.

NOTE: Information described in No. 2, 3, and 4 above shall not be required from persons desiring Certificate of Need to provide "non-residential solid waste" management activities, services, or facilities.

Pat J Manderscheid
(Signature of Applicant)

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

County Courthouse Annex
Pensacola, Florida 32501

CERTIFICATE OF NEED FOR A

SOLID WASTE MANAGEMENT ACTIVITY
(Type of Operation)

This certifies that Deep South Containers, LLC

owned or operated by Pat's Bobcat Services, Inc.

(Name of Company)

at 1571 Evers Haven, Cantonment, FL 32533, has submitted
the information as required under Escambia County Code of Ordinances Chapter 82, Solid Waste, and
the Board of County Commissioners of Escambia County, Florida, has found such documents to
conform with the laws and regulations as provided for in the ordinances. It is further declared that the
services to be performed do not violate the requirements of the ordinances.

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

Lumon J. May, Chairman

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

Deputy Clerk

BCC APPROVED: _____

Certificate expires:

Indefinite*, 20__

*Indefinite unless there is a change in name, address, or ownership.

This is not a Permit to Operate This Service

Deep South Containers

1571 Evers Hvn

Cantonment, FL 32533

850-512-7665

Date: 1/13/14

FIN: 46-4079702

To Whom It May Concern:

Pat's Bobcat Service, Inc DBA Deep South Containers is applying for a solid waste permit (construction debris) in Escambia County, FL.

We have 1- roll off Mack truck and several construction containers for this purpose.

Sincerely,

A handwritten signature in black ink, appearing to read "Pat J Manderscheid".

Pat J Manderscheid

Owner



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5636

County Administrator's Report 15. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: Budget Amendment #83 - Establishing a New Community Center Coordinator Position in LOST

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #83 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #83, Local Option Sales Tax III (LOST) Fund (352) in the amount of \$163,154, allocating funds from Parks LOST to establish a full-time Community Center Coordinator Position and establishing a new Cost Center to track Community Affairs LOST Projects.

BACKGROUND:

During the FY 13/14 budget cycle 1 new full-time community center coordinator position was established. This position was established in the General Fund. Another 4 part-time contract positions were established in LOST during this cycle to staff various County community centers. This budget amendment establishes a 2nd full-time community center coordinator position utilizing funding from Parks LOST.

This budget amendment also establishes a separate cost center to track Community Affairs' projects.

BUDGETARY IMPACT:

Funds will be taken from the Parks Development project in LOST and used to fund an additional full-time community center coordinator position. In addition existing Community Affairs' projects currently shown in various other budgets will be consolidated into a single Community Affairs cost center.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This budget amendment establishing one additional full time community center coordinator position in LOST. The total cost of this position including salary and benefits is \$48,950.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

014ba083

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
#83**

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: Local Options Sales Tax III (352)/ Parks & Recreation/Public Safety
Fund/Department**

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Improvements other than Bldgs.		350229	56301	48,950
Other Contractual Services		350229	53401	65,280
Improvements other than Bldgs.		110267	56301	2,870
Machinery & Equipment		330435	56401	46,054
Total				163,154

**Transfer To: Local Options Sales Tax III (352)/ Community Affairs
Fund/Department**

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Regular Salaries & Wages	14CA2868	320101 (New)	51201	34,778
FICA	14CA2868	320101 (New)	52101	2,661
Retirement	14CA2868	320101 (New)	52201	2,417
Life & Health	14CA2868	320101 (New)	52301	9,000
Workers' Compensation	14CA2868	320101 (New)	52401	94
Other Contractual Services	14CA2868	320101 (New)	53401	65,280
Improvements other than Bldgs.		320101 (New)	56301	2,870
Machinery & Equipment		320101 (New)	56401	46,054
32: Community Affairs				
3201: Community Centers				
320101: Community Centers				
Total				163,154

Detailed Justification:

To allocate funding from Parks LOST to establish one additional personnel position, a FT Community Center Coordinator, This budget amendment also establishes a separate cost center to track existing Community Affairs projects. These projects include Parking Lots for Community Centers (\$2,870) and Animal Transport Units (\$46,054). The funds for the animal transport units will be shared with Animal Control.

OMB Analyst

Management and Budget Dept Director

Budget Manager



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5643

County Administrator's Report 15. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: SBA#084 - Sheriff's Off-Duty Officer and Miscellaneous Reimbursements

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #084 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #084, General Fund (001) in the amount of \$118,868, to recognize reimbursement proceeds from off-duty officer, auto insurance, and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budget for law enforcement activities in Escambia County.

BACKGROUND:

The Escambia County Sheriff's Department has received reimbursements from off-duty officer, insurance, and miscellaneous Sheriff's Fees. These funds are now being appropriated back into the Sheriff's Budget for law enforcement activities in Escambia County.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by \$118,868.

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

Attachments

SBA#084

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2014-**

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 Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as auto insurance and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budget 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, 2014

<u>General Fund</u> Fund Name	<u>1</u> Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Miscellaneous Sheriff Fees	1	369939	\$11,163
Insurance Proceeds	1	369008	\$53,881
Reimbursements	1	369401	\$53,824
Total			\$118,868

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expense	001/540101	59703	\$65,044
Capital Outlay	001/540101	59704	\$53,824
Total			\$118,868

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

Lumon J. May, Chairman

Adopted

OMB Approved

**Supplemental Budget Amendment
#084**



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5656

County Administrator's Report 15. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: Supplemental Budget Amendment #88, Maplewoods Grant Balance

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #88 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #88, Local Options Sales Tax III Fund (352) in the amount of (\$257,708), reducing the amount of funds remaining in the Maplewoods Grant and appropriating this reduction accordingly.

BACKGROUND:

The available grant balance available in the Maplewoods grant is \$896,040. This supplemental budget amendment reduces the available grant budget by \$257,708 to equal the correct remaining balance.

BUDGETARY IMPACT:

This supplemental will reduce the Maplewoods budget to coincide with the available grant balance.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

014sa088

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2014-

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 Maplewoods Grant Balance is incorrect, and the corrected figures must be recognized and appropriated in the current fiscal year's budget.

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, 2014:

Local Option Sales Tax III	352		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Maplewoods Drainage Project	352	331319	(\$257,708)
Total			(\$257,708)
Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements other than Bldgs.	352/210112	56301	(\$257,708)
Total			(\$257,708)

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

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#88



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5619

County Administrator's Report 15. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: Contract Award for PD 12-13.051, Design/Build Myrtle Grove Sidewalks and Drainage

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Design/Build of Myrtle Grove Sidewalks and Drainage - Amy Lovoy, Management and Budget Services Department Director

That the Board award, and authorize the County Administrator to sign, a Design/Build Contract to Panhandle Grading & Paving, Inc., per the terms and conditions of PD 12-13.051, Design/Build Myrtle Grove Sidewalks and Drainage, in the amount of \$896,575.

[Funding: Fund 352, LOST III, Cost Center 210517, Object Code 56301, Project No. 13EN2432]

BACKGROUND:

Request for Proposals, PD 12-13.051, Design/Build Myrtle Grove Sidewalks and Drainage, were publicly noticed on Monday, August 12, 2013 and Monday, August 19, 2013 to 26 known providers. Proposals were received from 2 providers on Tuesday, September 10, 2013.

BUDGETARY IMPACT:

[Funding: Fund 352 LOST III, Cost Center 210517, Object Code 56301, Project No. 13EN2432]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form C, Design-Build.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form C, Design-Build and Purchase Order.

Attachments

Register of Proposers

Agreement Form C

UNDER REVIEW

REGISTER OF PROPOSERS

PROPOSERS	Project: Design/Build Myrtle Grove Sidewalks and Drainage Specification Number: PD 12-13.051 RFP Due Date &Time: September 10, 2013 by 2:00 p.m. CDT			
COMPANY NAME	CONTACT / E-MAIL ADDRESS	BOND	TOTAL AMOUNT	PROPOSED CONTRACT TIME
Panhandle Grading & Paving w/Sigma Consulting Group.	David Long	Yes	\$896,575.00	365 Days
Roads, Inc. of NWF w/Hammond Engineering, Inc.	Cody Rawson	Yes	\$1, 007,010.00	365 Days
SUBMITTALS OPENED BY: Paul R. Nobles, Purchasing Coordinator DATE: September 10, 2013				
SUBMITTALS NOTED BY: Marcia G. Dees, Admin. Asst. DATE: September 10, 2013				
SUBMITTALS WITNESSED BY: Liz Bush, Project Manager DATE: September 10, 2013				

Posted:

PRN:mgd

**STANDARD DESIGN-BUILD CONTRACT
DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

Panhandle Grading & Paving, Inc.

PD 12-13.051, Design/Build Myrtle Grove Sidewalks and Drainage

**Financial Management No. 433768-1-58-01
Federal-Aid Project No. SRTS-311-A**

FORM C: DESIGN-BUILD

(Revised July 11, 2013)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM C

TABLE OF CONTENTS

Agreement Declarations		PAGE
Sec. 1	Contract Documents	5
Sec. 2	Scope of Work	5
Sec. 3	Contract Amount	9
Sec. 4	Design-Build Firm Fees	9
Sec. 5	Bonds	10
Sec. 6	Contract Time and Liquidated Damages	11
Sec. 7	Exhibits Incorporated	12
Sec. 8	Notices	12
Sec. 9	Modification	13
Sec. 10	Successors and Assigns	13
Sec. 11	Governing Law	13
Sec. 12	No Waiver	13
Sec. 13	Entire Agreement	14
Sec. 14	Severability	14

Exhibits	PAGE
Exhibit A/ General Terms and Conditions	15
1. Intent of Contract Documents	15
2. Investigation and Utilities	16
3. Progress Payments	16
4. Payments Withheld	18
5. Final Payment	18
6. Submittals and Substitutions	18
7. Daily Reports, As-Builts and Meetings	20
8. Contract Time and Time Extensions	21
9. Changes in the Work	22
10. Claims and Disputes	23
11. Other Work	24
12. Indemnification and Insurance	25
13. Compliance with Laws	27
14. Cleanup and Protections	27
15. Assignment	28
16. Permits, Licenses and Taxes	28
17. Termination for Default	28
18. Termination for Convenience and Right of Suspension	30

Exhibits	PAGE
19. Completion	30
20. Warranty	31
21. Tests and Inspections	32
22. Defective Work	32
23. Supervision and Superintendents	34
24. Protection of Work	34
25. Emergencies	34
26. Use of Premises	35
27. Safety	35
28. Project Meetings	36
Exhibit B/Performance and Payment Bond	37
Performance Bond	37
Payment Bond	40
Exhibit C/Insurance and Safety	44
Exhibit D/Release and Affidavit	52
Exhibit E/Form of Contract Application for Payment	54
Exhibit F/Change Order	55
Exhibit G – Owner Direct Purchases- FORM OF0205	57
Exhibit H – Contract Definitions	61
Exhibit I – Design Criteria Package	66
Exhibit J – Schedule of Project Fees	67
Exhibit K – Approved Schematic Designs/Approved Development Documents.	68

Exhibit L – Approved GMP Drawings and Specifications	69
Exhibit M – Pre-Construction Fee Proposal	70
Exhibit N- Design Build Firm Project Personnel Roster	71
Exhibit O- Project Schedule	72
Exhibit P – GMP Amount Detail	73
Exhibit Q – Information Package	74
Exhibit R – If Required	81

AGREEMENT

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County") a subdivision of the State of Florida with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502, hereby contracts with Panhandle Grading & Paving, Inc. ("Design-Build Firm"), a Florida corporation for profit with an address of 2665 Solo Dos Familiaf, Pensacola, Florida 32534 and Federal Tax Identification Number of 59-1879185, to perform all work ("Work") in connection with Design/Build Myrtle Grove Sidewalks and Drainage, P.D. 12-13.051 ("Project"), as said Work is set forth in the Plans and Specifications furnished by the Design-Build Firm and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents consist of this Agreement, the Amendments and Exhibits described in Section 7 hereof, Change Orders, Work Directive Changes, Field Orders, and the solicitation documents, including addenda relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents, including this Agreement, sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Design-Build Firm at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Design-Build Firm up to three (3) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

A. Generally, Design-Build Firm will provide all planning, design, and architectural/engineering services required for the proper design and for all other services necessary for the construction of the Project, PD 12-13.051, Design/Build Myrtle Grove Sidewalks and Drainage.

B. Design-Build Firm's Responsibility with respect to Design

1) In fulfilling its obligations under this Section, Design-Build Firm shall employ Architects and Engineers of the appropriate specialties for proper preparation of the Project drawings and specifications, including structural, mechanical, electrical, soils (excepting existing environmental contamination and based upon soil boring reports furnished to Design-Build Firm by County), civil and such other specialties as are reasonably required. All such professional services shall be performed by appropriately State of Florida licensed personnel. Design-Build Firm takes responsibility for the proper performance of such architectural and engineering services.

2) The Design-Build Firm shall prepare and the County shall approve a Pre-Construction Phase schedule as follows:

(a) PHASE I - SCHEMATIC DESIGN PHASE

Based upon the County's Project requirements, as set forth in the Design Criteria Package prepared by the County Architect, and set forth in Exhibit I, Schematic Design Studies will be prepared by the Design-Build Firm. These Schematics are for the purpose of assisting the County in determining the feasibility of the Project.

(b) PHASE 2 - DESIGN DEVELOPMENT

Upon approval of Schematic Designs and authorization from the County to proceed, the Design-Build Firm shall prepare Design Development documents to fix the size and character of the Project as to structural, mechanical and electrical systems, materials, and other appropriate essential items in the Project. These Development Documents shall be the basis for the design and construction of the Project. Approved Development Documents shall be incorporated in Exhibit K.

(c) PHASE 3 - WORKING DRAWINGS AND SPECIFICATIONS

From approved Design Development Documents, the Design-Build Firm will prepare working Drawings and Specifications setting forth in detail the requirements for the construction of the Project, and based upon codes, laws, or regulations which have been enacted at the time of their preparation.

3) The Design-Build Firm and the County will work closely together to monitor the design in accordance with prior approvals so as to ensure that the Project can be constructed within the amount as defined in Section 3. As these working Drawings and Specifications are being completed, the Design-Build Firm will keep the County advised of the effects of any County requested changes on the Contract Time Schedule and/or the Guaranteed Maximum Price ("GMP"). Construction of the Project shall be in accordance with these Drawings and Specifications as approved by the County and incorporated in the exhibits. The Drawings and Specifications shall remain the property of the County and may be used by the County on this or other projects without the written

consent of the Design-Build Firm.

4) After the completion of any Pre-Construction Phase as set forth above in Subsection 2. B., paragraphs 2) (a), (b), and (c), if the Project is no longer feasible for any reason from the standpoint of the County, the County may terminate this Agreement and pay the Design-Build Firm pursuant to Section 3 "Contract Amount".

C. Responsibilities of Design-Build Firm With Respect to Construction.

1) The Design-Build Firm will provide all construction supervision, inspection, labor, materials, tools, construction equipment, and subcontracted items of every kind and type necessary for the timely execution and full completion of the Project in a good workmanlike manner required by the Contract.

2) The Design-Build Firm will pay all sales, use, gross receipts and similar taxes related to the Work provided by the Design-Build Firm, which have been legally enacted at the time of execution of this Agreement and for which the Design-Build Firm is liable.

3) The Design-Build Firm will prepare and submit for the County's approval an estimated progress schedule for the Project. This schedule shall indicate the dates for the starting and completion of the various stages of the construction. It shall be revised as required by the conditions of the Work and by those conditions and events, which are beyond the Design-Build Firm's control. (Exhibit O)

4) The Design-Build Firm shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The system shall be satisfactory to the County, which shall be afforded access to all of the Design-Build Firm's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. The Design-Build Firm shall preserve all such records for a period of three (3) years after the final payment or longer where required by law. All such records shall be subject to public disclosure under Chapter 119, Florida Statutes, the Florida Public Records Law. Failure to disclose such documents shall result in the termination of this Agreement by the County.

D. Royalties and Patents.

1) The Design-Build Firm shall pay all royalties and license fees for materials, methods, and systems incorporated in the Work. It shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof except when a particular design process or product is specified by the County. In such case the Design-Build Firm shall be responsible for such loss only if it has reason to believe that the design, process, or product so specified is an infringement of a patent, and fails to give such information promptly to the County.

E. Warranties and Completion.

In addition to the warranty set forth in Section 20, General Conditions:

- 1) The Design-Build Firm will secure required certificates of inspection, testing, or approval and deliver them to the County.
- 2) The Design-Build Firm will collect all written warranties and equipment manuals and deliver them to the County.
- 3) The Design-Build Firm, with the assistance of the County's maintenance personnel, will direct the commissioning of utilities and the operations of the Project's systems and equipment, and will assist in their initial start-up and testing.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Design-Build Firm of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Design-Build Firm in accordance with the terms of this Agreement the following Guaranteed Maximum Price (GMP) amount for the Project (herein "Contract Amount"): **\$896,575.00**.

SECTION 4. DESIGN-BUILD FIRM FEES

A. Pre-Construction Phases Fee. For the performance of the design services set forth herein and for profit and overhead related to these services, a total fee of **\$106,339.00** shall be paid to the Design-Build Firm. The Pre-construction Phase Fee for the Project shall be paid in monthly payments of **\$15,191.28** each. The first monthly payment shall become due thirty (30) days following the issuance by the County of the Notice To Proceed with the design services for the Project and monthly thereafter based on the project schedule and approval by County of deliverables as set forth in Exhibit M. (Design Fee proposal) and Exhibit J. (Schedule of Project Fees)

The Design-Build Firm's design personnel to be assigned during the Pre-Construction Phases of the Work and their duties, responsibilities, and fee schedule, and the duration of their assignments are shown on Exhibit N, which is incorporated by reference herein. Such personnel shall not be replaced without the prior written consent of the County which shall not unreasonably withhold such consent.

B. Construction Phase Fee. Prior to commencement of the Construction Phase of the Project, the County will direct the Design-Build Firm in writing to proceed with that Construction Phase. The Design-Build Firm's compensation for services performed during the Construction Phase shall be a total fee of **\$790,236.00** (However, the County retains the right to review the need and effectiveness of any employee or employees assigned by the Design-Build Firm, should the County question the need for the employee or employees). The Construction Phase Fee shall be paid in monthly

payments of **\$158,047.20** each and one final monthly payment of **\$158,047.20** at the conclusion of the Project. The first monthly payment shall become due thirty (30) days following the issuance of the Construction Phase Notice to Proceed by the County and the final monthly payment shall be paid only when construction of the Project is finally completed and occupancy of is accepted by the County. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the County. The construction phase fee shall be negotiated based on the Design and the negotiated fee and supporting documentation shall be incorporated in Exhibit J (Schedule of Project Fees)

Design-Build Firm's Exclusive Remedy: In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the County, or is attributable to the County, the Design-Build Firm's sole and exclusive remedy is an extension of the construction completion date.

C. Overhead And Profit For the Construction Phase. For overhead, profit, and general expenses of any kind for services provided during and related to the Construction Phase of the Project, the fee shall be **\$N/A**, and shall be paid proportionally to the ratio of the cost of the Work in place, and less retainage as it bears on the latest estimate of the total construction cost or to the GMP or to the County's Construction Budget, whichever is less. The balance of the fee shall be paid when construction of the Project is finally completed and occupancy of the Project accepted by the County as provided in this Agreement. If construction is authorized only for a part of a phase of the Project, the fee paid shall be proportionate to the amount of Work authorized by the County. The Overhead and Profit for the Construction Phase shall be negotiated based on the design and set forth in Exhibit J (Schedule of Project Fees).

SECTION 5. BONDS

A. Design-Build Firm shall provide Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of one hundred percent (100%) of the Contract Amount, the costs of which to be paid by Design-Build Firm. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better and Class "V" or higher rating as to financial size category and the amount required shall not exceed two percent (2%) of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Design-Build Firm is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Design-Build Firm shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by the Design-Build Firm to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. Per §255.05, Florida Statutes, the Design-Build Firm shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it. (The filing costs are ten dollars (\$10.00) for the first page and eight dollars and fifty cents (\$8.50) for each remaining page).

SECTION 6. CONTRACT TIME AND LIQUIDATED DAMAGES

A. Time is of the essence in the performance of the Work under this Agreement.

Design-Build Firm shall commence the Work within ten (10) calendar days from the Commencement Date, established in each Phase's Notice to Proceed. No Work shall be performed at the Project site prior to such Commencement Dates. Design-Build Firm shall provide forty-eight (48) hours notice prior to beginning the Work. The Work shall be substantially completed within **Three Hundred Thirty Five (335)** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Thirty (30)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **Three Hundred Sixty Five (365)** calendar days (herein "Contract Time").

B. County and Design-Build Firm recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Design-Build Firm fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$2,000.00** for each calendar day thereafter until Substantial Completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the Project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment as provided herein.

C. Design-Build Firm hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Design-Build Firm fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the

last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 7. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Owner Direct Purchases- FORM OF0205 Not Used
Exhibit H:	Contract Definitions
Exhibit I:	Design Criteria Package
Exhibit J:	Schedule of Project Fees
Exhibit K:	Approved schematic Designs/Development Documents
Exhibit L:	Approved GMP Construction Drawings and Specifications
Exhibit M:	Pre-Construction Fee proposal
Exhibit N:	Design-Build Firm Project Personnel Roster
Exhibit O:	Project Schedule
Exhibit P:	GMP Amount Detail
Exhibit Q:	Information Package
Exhibit R:	If Required

SECTION 8. NOTICES

A. All notices required or made pursuant to this Agreement by the Design-Build Firm to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Panhandle Grading & Paving, Inc.
2665 Solo Dos Familiaf
Pensacola, Florida 32534
Attention: Donald Long, Vice-President

B. All notices required or made pursuant to this Agreement by County to Design-Build Firm shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Escambia County, Florida
Public Works / Engineering
3363 West Park Place
Pensacola, Florida 32505
Attention: Liz Bush

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 9. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 10. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 11. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida, and the Parties stipulate venue for matters relating to the subject of this Agreement shall be in the County of Escambia.

SECTION 12. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 13. ENTIRE AGREEMENT

Each of the Parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 14. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) indicated below.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
County Administrator

WITNESS: _____

Date: _____

WITNESS: _____

BCC Approved: February 6, 2014

DESIGN-BUILD FIRM:

By: _____
Donald Long

ATTEST: Corporate Secretary

By: _____
Secretary

Its: Vice-President

[CORPORATE SEAL]

Date: _____

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Design-Build Firm discovers a conflict, error or discrepancy in the Contract Documents, Design-Build Firm immediately shall report same to the County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design-Build Firm's Architect/Engineer. Design-Build Firm shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Design-Build Firm with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Design-Build Firm shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Design-Build Firm, as determined by its Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES

2.1 Design-Build Firm shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Design-Build Firm to acquaint itself with any applicable conditions shall not relieve Design-Build Firm from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Design-Build Firm shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Design-Build Firm shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Design-Build Firm shall schedule and coordinate its Work around any such relocation or temporary service interruption. Design-Build Firm shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

3. PROGRESS PAYMENTS FOR CONSTRUCTION PHASE

3.1. Prior to submitting its first Application for Payment, Design-Build Firm 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 Design-Build Firm's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

3.2. Prior to submitting its first Monthly Application for Payment, Design-Build Firm shall submit to County a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date of construction.

3.3. 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.

3.4. Design-Build Firm shall submit three (3) copies of each of its Applications for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. 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 Design-Build Firm indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Design-Build Firm may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Design-Build Firm may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Design-Build Firm.

If the administrative decision is disputed, the Design-Build Firm may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Design-Build Firm will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Design-Build Firm 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.

3.5. Except for applications for payment for work performed pursuant to Section 2.A. of the Agreement, relating to the Design Phase, County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less, up to fifty percent

(50%) completion. Thereafter, if on schedule, the County shall retain five percent (5%) of the gross amount of each payment request. Such sum shall be accumulated and not released to Design-Build Firm until final payment is due. Any interim interest on such sums shall accrue to County.

3.6. Monthly payments to Design-Build Firm shall in no way imply approval or acceptance of Design-Build Firm's work.

3.7. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, 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 Design-Build Firm.

4. PAYMENTS WITHHELD

4.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Design-Build Firm under this Agreement or any other agreement between County and Design-Build Firm, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Design-Build Firm to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Design-Build Firm; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Design-Build Firm's expense. County also may offset against any sums due Design-Build Firm the amount of any liquidated or un-liquidated obligations of Design-Build Firm to County, whether relating to or arising out of this Agreement or any other agreement between Design-Build Firm and County.

5. FINAL PAYMENT

5.1. County shall make final payment to Design-Build Firm within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 19.1 herein provided.

5.2. Design-Build Firm's acceptance of final payment shall constitute a full waiver of any and all claims by Design-Build Firm against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Design-Build Firm as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed

to be a waiver of County's right to enforce any obligations of Design-Build Firm hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

6. SUBMITTALS AND SUBSTITUTIONS

6.1. Design-Build Firm shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Design-Build Firm shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

6.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Design-Build Firm to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Design-Build Firm and all such requests must be submitted by Design-Build Firm to County within thirty (30) calendar days after Notice of Award is received by Design-Build Firm.

6.3. If Design-Build Firm wishes to furnish or use a substitute item of material or equipment, Design-Build Firm shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Design-Build Firm's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other Design-Build Firms affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Design-Build Firm to furnish at Design-Build Firm's expense additional data about the proposed substitute.

6.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Design-Build Firm

may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Design-Build Firm submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

6.5. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Design-Build Firm to furnish at Design-Build Firm's expense a special performance guarantee or other surety with respect to any substitute.

7. DAILY REPORTS, AS-BUILTS AND MEETINGS

7.1. Unless waived in writing by County, during the Construction Phase, Design-Build Firm shall complete and submit to the County on a weekly basis a daily log of the Design-Build Firm's work for the preceding week in a format approved by the County. The daily log shall document all activities of Design-Build Firm at the Project site including, but not limited to, the following:

- 7.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- 7.1.2. Soil conditions which adversely affect the Work;
- 7.1.3. The hours of operation by Design-Build Firm's and subcontractor's personnel;
- 7.1.4. The number of Design-Build Firm's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 7.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 7.1.6. Description of Work being performed at the Project site;
- 7.1.7. Any unusual or special occurrences at the Project site;
- 7.1.8. Materials received at the Project site; and
- 7.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Design-Build Firm to County pursuant to the Contract Documents.

7.2. Design-Build Firm shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Design-Build Firm submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Design-Build Firm throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Design-Build Firm's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Design-Build Firm for County.

7.3. Design-Build Firm shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

8. CONTRACT TIME AND TIME EXTENSIONS

8.1. Design-Build Firm shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Architect/Engineer, subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Design-Build Firm. Design-Build Firm shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

8.2. Should Design-Build Firm be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Design-Build Firm, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Design-Build Firm shall notify the County in writing within forty-eight

(48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Design-Build Firm may have had to request a time extension.

8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Design-Build Firm of its duty to perform or give rise to any right to damages or additional compensation from County. Design-Build Firm expressly acknowledges and agrees that it shall receive no damages for delay. Design-Build Firm's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9. CHANGES IN THE WORK

9.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Design-Build Firm shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Design-Build Firm for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

9.2. A Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Design-Build Firm and County concerning the requested changes. Design-Build Firm shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Design-Build Firm shall mutually agree.

9.3. If County and Design-Build Firm are unable to agree on a Change Order for the requested change, Design-Build Firm shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Design-Build Firm disagrees with the County's adjustment determination, Design-Build Firm must make a claim pursuant to Section 10 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

9.4. In the event a requested change results in an increase to the Contract Amount, as to design the amount of the increase shall be based upon the standard hourly billing rates, according to classification of the Design-Build Firm's Architect/Engineer plus expenses to be charged at actual cost. As to the construction, the amount of the increase shall be limited to the Design-Build Firm's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Design-Build Firm for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Design-Build Firm and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

9.5. County shall have the right to conduct an audit of Design-Build Firm's books and records to verify the accuracy of the Design-Build Firm's claim with respect to Design-Build Firm's costs associated with any Change Order.

9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Design-Build Firm.

10. CLAIMS AND DISPUTES

10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Design-Build Firm arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

10.2. Claims by the Design-Build Firm shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Design-Build Firm shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Design-Build Firm shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 9.4.

10.3. The Design-Build Firm shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any

Claim.

11. OTHER WORK

11.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Design-Build Firm. If Design-Build Firm believes that such performance will involve additional expense to Design-Build Firm or require additional time, Design-Build Firm shall send written notice of that fact to County within forty-eight (48) hours of being notified of the other work. If the Design-Build Firm fails to send the above required forty-eight (48) hour notice, the Design-Build Firm will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

11.2. Design-Build Firm shall afford each utility owner and other Design-Build Firm (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Design-Build Firm shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Build Firm shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

11.3. If any part of Design-Build Firm's Work depends for proper execution or results upon the work of any other Design-Build Firm or utility owner (or County), Design-Build Firm shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Design-Build Firm's failure to report will constitute an acceptance of the other work as fit and proper for integration with Design-Build Firm's Work.

12. INDEMNIFICATION AND INSURANCE

12.1. Design-Build Firm shall pay on behalf of or indemnify and hold harmless the County and its, agents, officers and employees from all liabilities, damages, losses, and costs, including attorneys' and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Design-Build Firm or by any person, firm or corporation (including but not limited to the Architect/Engineer) to whom any portion of the Work is subcontracted by Design-Build Firm or resulting from the use by Design-Build Firm, or by any one for whom Design-Build Firm is legally liable, of any materials, tools, machinery or other property of County. Design-Build Firm's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Design-Build Firm or by any person, firm or corporation to whom any portion of the Work

is subcontracted by Design-Build Firm, and Design-Build Firm shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Design-Build Firm agree one percent (1%) of the Contract Amount paid by County to Design-Build Firm shall be given as separate consideration for this indemnification, and any other indemnification of County by Design-Build Firm provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Design-Build Firm by Design-Build Firm's acceptance and execution of the Agreement.

Design Build Firm agrees that such indemnification by Design Build Firm relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. The Design-Build Firm'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.

12.2. Design-Build Firm shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Design-Build Firm with required insurance shall be rated with a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Design-Build Firm and prior to the commencement of work, Design-Build Firm shall provide County with properly executed Certificates of Insurance to evidence Design-Build Firm's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

12.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Design-Build Firm shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

12.4. All insurance coverages of the Design-Build Firm shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

12.5. Design-Build Firm shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Design-Build Firm to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Design-Build Firm within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

12.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

12.7. Should at any time the Design-Build Firm not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Design-Build Firm for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

12.8 Design-Build Firm shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Design-Build Firm or sub-Contractor under the contract documents.

12.9 Duty to Provide Legal Defense. To the extent permitted by law, the Design-Build Firm shall pay for and provide a legal defense for County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by County, for all liabilities, damages, losses, and costs as described in paragraph 12.1 above. 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.

13. COMPLIANCE WITH LAWS

13.1 Design-Build Firm agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Design-Build Firm observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Design-Build Firm, until the deficiency is corrected.

13.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

14. CLEANUP AND PROTECTIONS

14.1. Design-Build Firm agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Design-Build Firm shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Design-Build Firm from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Design-Build Firm to the condition equal to that existing at the time of Design-Build Firm's commencement of the Work.

15. ASSIGNMENT

15.1. Design-Build Firm shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Design-Build Firm does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Design-Build Firm all of the obligations and responsibilities that Design-Build Firm has assumed toward County.

16. PERMITS, LICENSES AND TAXES

16.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Design-Build Firm. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Design-Build Firm to County have been disclosed to Design-Build Firm in the bidding documents or other request for proposal at the time the Project was let for bid. If Design-Build Firm performs any Work without obtaining, or contrary to, such permits or licenses, Design-Build Firm shall bear all costs arising therefrom. Design-Build Firm shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

16.2. Design-Build Firm shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

17. TERMINATION FOR DEFAULT

17.1. Design-Build Firm shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Design-Build Firm: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to

properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) commits errors or omissions in the performance of the architectural/engineering design or inspection services; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

17.2. County shall notify Design-Build Firm in writing of Design-Build Firm's default(s). If County determines that Design-Build Firm has not remedied and cured the default(s) within seven (7) calendar days following receipt by Design-Build Firm of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Design-Build Firm's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Design-Build Firm's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Design-Build Firm, take assignments of any of Design-Build Firm's subcontracts and purchase orders, and complete all or any portion of Design-Build Firm's Work by whatever means, method or agency which County, in its sole discretion, may choose.

17.3. If County deems any of the foregoing remedies necessary, Design-Build Firm agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Design-Build Firm agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Design-Build Firm. The amount to be paid to the Design-Build Firm or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

17.4. The liability of Design-Build Firm hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments

pertaining to or arising out of the Work hereunder.

17.5. If, after notice of termination of Design-Build Firm's right to proceed pursuant to this Section, it is determined for any reason that Design-Build Firm was not in default, or that its default was excusable, or that County is not entitled to the remedies against Design-Build Firm provided herein, then Design-Build Firm's remedies against County shall be the same as and limited to those afforded Design-Build Firm below under Subsection 18.1, Termination for Convenience.

17.6 If the Design-Build Firm 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 Design-Build Firm in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Design-Build Firm and his surety, if any, seven (7) days written notice, during which period Design-Build Firm still fails to allow access, terminate the employment of the Design-Build Firm and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Design-Build Firm, and may finish the project by whatever method it may deem expedient. In such case, the Design-Build Firm 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 Design-Build Firm (excluding monies owed the Design-Build Firm for subcontract work).

18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

18.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Design-Build Firm. In the event of such termination for convenience, Design-Build Firm's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Design-Build Firm shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.2. County shall have the right to suspend all or any portions of the Work upon giving Design-Build Firm two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Design-Build Firm's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Design-Build Firm be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Design-Build Firm shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

19. COMPLETION

19.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Design-Build Firm is due and payable. The final payment shall not become due and payable until Design-Build Firm submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in section 19.2. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

19.2 After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Design-Build Firm in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Design-Build Firm has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)

(Legal Name and Address - entity of the Design-Build Firm)

Subcontractors, materialmen, and other persons having payment claims against the Design-Build Firm relating to this project should govern themselves accordingly.

20. WARRANTY

20.1. Design-Build Firm shall obtain and assign to County all express warranties given to Design-Build Firm or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Design-Build Firm warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Design-Build Firm further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) year after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Design-Build Firm shall correct it promptly after receipt of written notice from County. Design-Build Firm shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the one (1) year Warranty Period.

21. TESTS AND INSPECTIONS

21.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Design-Build Firm shall provide proper, safe conditions for such access. Design-Build Firm shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

21.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Design-Build Firm shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

21.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Design-Build Firm's expense unless Design-Build Firm has given County timely notice of Design-Build Firm's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Design-Build Firm's sole expense.

21.4. The County shall charge to Design-Build Firm and may deduct from any payments due Design-Build Firm all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

21.5. Neither observations by the County nor inspections, tests or approvals by others shall relieve Design-Build Firm from Design-Build Firm's obligations to perform the Work in accordance with the Contract Documents.

22. DEFECTIVE WORK

22.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County, Design-Build Firm shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with undefective Work. Design-Build Firm shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

22.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Design-Build Firm, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Design-Build Firm shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Design-Build Firm shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

22.3. If any portion of the Work is defective, or Design-Build Firm fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Design-Build Firm to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Design-Build Firm or any other party.

22.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Design-Build Firm shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Design-Build Firm shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work.

22.5. If Design-Build Firm fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Design-Build Firm fails to perform the Work in accordance with the Contract Documents, or if Design-Build Firm fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Design-Build Firm, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Design-Build Firm from any or all of the Project site, take possession of all or any part of the Work, and suspend Design-Build Firm's services related thereto, take possessions of Design-Build Firm's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Design-Build Firm but which are stored elsewhere. Design-Build Firm shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Design-Build Firm, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Design-Build Firm's defective Work. Design-Build Firm shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

23. SUPERVISION AND SUPERINTENDENTS

23.1. Design-Build Firm shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Design-Build Firm shall be responsible to see that the finished Work complies accurately with the Contract Documents. Design-Build Firm shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Design-Build Firm's representative at the Project site and shall have authority to act on behalf of Design-Build Firm. All communications given to the superintendent shall be as binding as if given to the Design-Build Firm. County shall have the right to direct Design-Build Firm to remove and replace its Project superintendent, with or without cause.

24. PROTECTION OF WORK

24.1. Design-Build Firm shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Design-Build Firm, or any one for whom Design-Build Firm is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate Design-Build Firms, Design-Build Firm shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Design-Build Firm.

24.2. Design-Build Firm shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Build Firm subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

25. EMERGENCIES

25.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Design-Build Firm, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Design-Build Firm shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Design-Build Firm believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Design-Build Firm fails to provide the forty-eight (48) hour written notice noted above, the Design-Build Firm shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

26. USE OF PREMISES

26.1. Design-Build Firm shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Design-Build Firm shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

27. SAFETY

27.1. The Design-Build Firm shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Design-Build Firm shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 27.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;
- 27.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- 27.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

27.2. The Design-Build Firm shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Design-Build Firm shall erect and maintain all necessary safeguards for such safety and protection. The Design-Build Firm shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Design-Build Firm's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

27.3. The Design-Build Firm shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Design-Build Firm's superintendent unless otherwise designated in writing by the Design-Build Firm to the County.

27.4. The Design-Build Firm shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

28. PROJECT MEETINGS

Prior to the commencement of Work, the Design-Build Firm shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Design-Build Firm shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Design-Build Firm shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Insert name, address, and phone number of contractor), as Principal, and

_____,
(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Oblige in the sum of

Dollars (\$_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20____, with Oblige for Contract No. _____,

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Oblige any and all losses, damages, costs and attorneys' fees that Oblige sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

By: _____

Name: _____

Its: _____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY: _____

(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____, as _____ of _____ as
Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as
identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____

(Insert name, address and phone number of contractor)

(hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),

(Insert name)

located at _____, a surety insurer

(Insert address and phone number)

chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ (\$_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

ATTEST:

Witness

Witness

Witnesses

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

SURETY: _____
(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

(Signature)

Name: _____

(Legibly Printed)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT "C"

INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Design-Build Firm 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 on 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 Design-Build Firm, 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 Design-Build Firm 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 Design-Build Firm. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Design-Build Firm's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Design-Build Firm'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 Design-Build Firm waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Design-Build Firm'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 Design-Build Firm is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Design-Build Firm or any other insurance of the Design-Build Firm 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 Design-Build Firm 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 the provisions of Florida Workers Compensation law.

Design-Build Firm shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Design-Build Firm 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 Design-Build Firms, 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 Design-Build Firm 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, non-owned and hired automobiles and employee non-ownership 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 coverages(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 Design-Build Firm 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: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator
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 Design-Build Firm's obligation to fulfill the insurance requirements herein.

If requested by the County, the Design-Build Firm shall furnish complete copies of the Design-Build Firm'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 Design-Build Firm 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 requires 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.

PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE

The Design Build Firm shall purchase and maintain Professional Liability or malpractice or errors or omissions insurance coverage with a minimum limit of \$1,000,000, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Design-Build Firms and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Design-Build Firm. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Design-Build Firm acknowledges that any such stoppage will not shift responsibility for any damages from the Design-Build Firm to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Design-Build Firm until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Design-Build Firm may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Design-Build Firm shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Design-Build Firm and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Design-Build Firm shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Design-Build Firm representative or by the project manager or designee.
- (3) The Design-Build Firm shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Design-Build Firm or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Design-Build Firm shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Design-Build Firm shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a

minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Design-Build Firm and project manager.

- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7) The Design-Build Firm shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Design-Build Firm shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Design-Build Firm shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Design-Build Firm.
- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Design-Build Firm must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Design-Build Firm. Employees must be notified when such temporary systems are in place.
- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

- (8)** Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Design-Build Firm to adhere to the following guidelines at a minimum:
- (a)** The Design-Build Firm shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Design-Build Firm shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.
 - (b)** Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
 - (c)** Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Design-Build Firm shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Design-Build Firm.
 - (d)** The Design-Build Firm should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9)** The Design-Build Firm shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

- (10) The Design-Build Firm agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Design-Build Firm shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Design-Build Firm shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Design-Build Firm pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Design-Build Firm in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Design-Build Firm from the County's Department of Safety and Risk Services.
- (15) The use of any radioactive materials by the Design-Build Firm on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Design-Build Firm to the project manager and County's Department of Safety and Risk Services for review.
- (16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement Design-Build Firms. General Design-Build Firms, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Design-Build Firms who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Design-Build Firms while under contract for County construction

and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT "D"

RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Design-Build Firm") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Design-Build Firm and County dated _____, 20____, for the period from _____ to _____.

(2) Design-Build Firm certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Design-Build Firm agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Design-Build Firm of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Design-Build Firm's
(monthly/final)

Application for Payment No. _____.

DESIGN-BUILD FIRM:

By: _____
Its: _____ President
Date: _____

Witnesses

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any:_____

EXHIBIT “E”

FORM OF CONTRACT APPLICATION FOR PAYMENT

AIA DOCUMENT #G702, 1992 EDITION

EXHIBIT "F"

CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____

Date: _____ Dated _____

To: _____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____

Adjusted Agreement Amount		\$ _____

The contract substantial completion date will be **increased/decreased** by ____ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Design-Build Firm 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.

Accepted: _____, 20____⁵⁵

By: _____
Design/Build Firm

By: _____
Architect/Engineer

By: _____
Owner

EXHIBIT “G”

OWNER DIRECT PURCHASES
SUPPLEMENTARY CONDITIONS

[FORM OF0205]

NOT USED

EXHIBIT “H”

CONTRACT DEFINITIONS

Defined Terms

Wherever used in the Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1. *Agreement* – The written contract between OWNER and DESIGN/BUILDER covering the Work; other Contract Documents are attached to or referred in the Agreement. All such documents shall be deemed to be a part of the Agreement for all purposes.
2. *Architect & Engineer* – A duly licensed individual or entity designated by DESIGN/BUILDER to perform or furnish specified Design Professional Services in connection with the Work.
3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
4. *Bonds* – Performance and Payment Bonds and other instruments of security.
5. *Cash Flow Projection* – A schedule prepared by DESIGN/BUILDER estimating that portion of the Contract Price to be due during each month of performance.
6. *Change Order* – A written order issued by OWNER which orders minor changes in the Work for which prices for the items of work are previously established by the Contract Documents, but which does not involve a change in the physical limits of the work or the Contract Time.
7. *Construction* – The process of performing the Work and the final end product of that process. This term may also refer to portions of the final end product. The terms construct and constructing and other similar variations of those terms also refer to Construction as defined herein. The term construction shall not be deemed to include the performance of Design Professional Services.
8. *Construction Phase Fee* – The compensation to be paid to the Design-Build Firm during the Construction Phase and include:
 - 8.1 Salaries or other compensation of the Design-Build Firm’s employees assigned to the project at its principal office and branch offices.
 - 8.2 The Design-Build Firm’s personnel assigned during the Construction Phase,

- their duties, and responsibilities to this Project, and the duration of their assignments are shown on "Exhibit N". Such personnel shall not be replaced without prior written consent of the Owner, which shall not be unreasonably withheld.
- 8.3 General operating expenses related to this Project of the Design-Build Firm's principal and branch offices.
 - 8.4 The costs of all data processing staff.
 - 8.5 Salaries or other compensation of the Design-Build Firm's employees assigned to the project at the job site. The Design-Build Firm's personnel to be assigned to the site during the Construction Phase under the job site management and supervision fee, their duties, responsibilities, and the duration of their assignments are shown on "Exhibit N".
 - 8.6 General operating expenses incurred in the management and supervision of the Project, except direct costs, defined as Direct Costs to the Project and as defined in Paragraph 27 below.
 - 8.7 Job office supplies including paper, pencils, paper clips, file folders, staples, etc., and janitorial supplies (photo copy or blue print paper not included).
 - 8.8 Owner direct tax savings purchase program.
 - 8.9 The costs resulting from the services provided by the architects and engineers during the Construction Phase.
- 9. *Contract Amount* – The amount specified in Agreement Declarations, Section 3 of the Agreement as the same may be changed from time to time pursuant to the terms and conditions of this agreement.
 - 10. *Contract Documents* – The documents as are listed under Agreement Declarations, Section 1 of the Agreement.
 - 11. *Contract Time* – The time stated in "Exhibit O", the Agreement to achieve Substantial completion, and to finally complete the Work so that it is ready for final payment in accordance with article 19.1 of these General Conditions.
 - 12. *Defective* – An adjective which when modifying the term Construction refers to Construction that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to OWNER's final payment (unless responsibility for the protection thereof has been assumed by OWNER as of the time of damage pursuant to the Terms and Conditions of the Contract Documents).
 - 13. *Design/Build Firm* – The individual or entity with whom OWNER has entered into the Agreement as indicated in the Agreement.
 - 14. *Design Criteria Package* – The drawings and specifications and/or other graphic or written materials, criteria and information concerning OWNER's requirements for the Project, such as design objectives and constraints, space, capacity and

performance requirements, flexibility and expandability, which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for OWNER.

15. *Direct Costs to the Project –*

- 15.1 Wages paid for labor (as opposed to wages paid for management or supervisory personnel) in the direct employ of “Contractor” in the performance of “The Work” and the associated overhead per this agreement.
- 15.2 Cost of all materials, supplies, and equipment incorporated in the Project, including cost of transportation and storage thereof.
- 15.3 Payments to Subcontractors for performance of services required in the construction of the Project.
- 15.4 Costs, including maintenance and transportation of all equipment, temporary facilities and hand tools not owned by the Contractor, which are employed or consumed in the performance of “The Work”.
- 15.5 Rental charges on all necessary machinery and equipment, exclusive of hand tools, used at the Project site and required for performance of “The Work”.
- 15.6 Premium costs for all insurance and all bonds that the Contractor is required to procure per this agreement.
- 15.7 Taxes, sales, use gross receipts or similar taxes related to allowable direct costs to the Project.
- 15.8 Minor expenses at the site to be billed at cost, i.e., postage, telephone service, and similar petty cash items required by the Project.
- 15.9 Costs for trash and debris control and removal from the site.
- 15.10 Costs incurred due to an emergency affecting the safety of persons or property at the site.
- 15.11 Costs for temporary facilities during construction as required by the Project.
- 15.12 Upon completion of “The Work” the Design-Build Firm shall provide the required number of “as built” drawings.
- 15.13 Reserve for Casualty loss. A sum shall be included in the Construction Contingency fee to protect the Work in the event of uncompensated loss. In the event this sum is not needed, it shall be returned to the Owner at the time of the issuance of the Certificate of Occupancy.
- 15.14 Owner’s reserve, which shall be defined as a sum of money owned by and under the control of the Owner for use as deemed necessary by the Owner for the Work.

16. *Drawings –* Those portions of the Contract Documents prepared by or for Design/Builder and approved by OWNER consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the work.

17. *Effective Date of the Agreement –* The date indicated in the Agreement on which it

becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

18. *Final Completion* – The time at which all Construction and all Work has been fully, finally, and properly completed in accordance with the Contract Documents and all other duties, responsibilities, and obligations have been performed so as to entitle the DESIGN/BUILDER to submit a bill or invoice for final payment in accordance with article 19.1 of these General Conditions. The terms *finally complete* and *finally completed* also refer to Final Completion.
19. *Guaranteed Maximum Price (GMP)* – The total maximum cost to the County for the Work performed by the Design-Build Firm including the Preconstruction Phase Fee, the Construction Phase Fee, Overhead and Profit, and the Direct Costs.
20. *Invoice or Bill* – The form which is to be used by DESIGN/BUILDER in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
21. *Laws and Regulations; Law or Regulations* – Any and all applicable laws rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
22. *Milestone* – An event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work which the DESIGN/BUILDER is required to meet. Time shall be of the essence as to any Milestone.
23. *Notice of Proceed* – A written notice given by OWNER to DESIGN/BUILDER authorizing the Work to begin and fixing the date on which the Contract Time will Commence to run.
24. *Overhead and Profit for the Construction Phase* - The compensation paid to the Contractor for the overhead, profit and general expenses as negotiated and agreed upon by the Owner, related to the construction phase of the Project, except those expenses expressly included in the Direct Costs of the Project and included in Section 4(B). Payment shall be made proportionally to the ratio of the Cost of the Work in place, and less retainage, as it bears on the GMP. The balance of the Overhead and Profit shall be paid when construction of the Project is finally completed.
25. *OWNER* – The public body, or authority, individual or entity with whom DESIGN/BUILDER has entered into the Agreement and for whom the Work is to be provided as indicated in the Agreement.
26. *OWNER's Consultant* – An individual or entity having a contract with OWNER to

furnish services as OWNER's consultant with respect to the Project.

27. *OWNER's Representative* – A person designated to act as OWNER's representative with respect to DESIGN/BUILDER's performance of the Work. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies, and make decisions with respect to performance of the Work.
28. *Partial Utilization* – Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
29. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
30. *Preconstruction Phase Fee* – The compensation to be paid to the Design-Build Firm for services performed during the Preconstruction Phase and include:
 - 30.1 Salaries or other compensation of the Design-Build Firm's employees for services provided.
 - 30.2 The costs resulting from the services provided by the architects and engineers during the Preconstruction Phase.
 - 30.3 Costs of other services directly related to the Project.
 - 30.4 The Overhead and Profit related to the Preconstruction Phase.
31. *Project* – The entire undertaking of the OWNER, identified by OWNER as indicated in the exhibits of the Agreement, of which the Construction to be provided under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.
32. *Schedule of Values* – A schedule prepared by DESIGN/BUILDER and accepted by OWNER which divides the Work into various major components, units, or divisions and which assigns a portion of the Contract Price to each of such components, units or divisions.
33. *Site* – The real property or other areas designated in the Contract Documents as being furnished by OWNER for the performance of the Construction, storage, or access.
34. *Specifications* – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Construction and certain administrative details applicable thereto.

35. *Submittal* – A written or graphic document prepared by or for DESIGN/BUILDER which is required by the Contract Documents to be submitted to OWNER by DESIGN/BUILDER. Submittal may include, but are not necessarily limited to Drawings, Specifications, Progress Schedules Shop Drawings, Samples, Cash Flow Projections, and Schedules of Values. Submittals other than Drawings and Specifications are not Contract Documents.
36. *Substantial Completion* – The time at which the Construction has progressed and the Work has been completed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Construction can be effectively and efficiently utilized for the purposes for which it is intended without any material impairment of function. The terms substantially complete and substantially completed refer to Substantial Completion. The term Substantial Completion may be used in the Contract Documents in reference to a particular portion of the construction in which case the term will be applied as defined above only to that portion of the Construction; otherwise it shall be deemed to refer to the total Construction.
37. *Supplementary Conditions* – The part of the Contract Documents which amends or supplements these General Conditions.
38. *Work* – All labor, materials, equipment and incidentals required to fully, finally and properly complete the Construction and otherwise fully, finally and properly comply with all terms and conditions of the Contract Documents.

EXHIBIT “I”

VI. Design and Construction Criteria.

A. General:

The Design-Build Firm shall be responsible for: detailed plan checking as outlined in the Plans Preparation Manual (PPM); as described in the RFP; and the Design and Construction criteria package. This includes a checklist of the items listed in the PPM for each completed phase submittal. Bridge submittals may be broken into foundation, substructure, superstructure, approach spans and main channel spans. Roadway submittals may be broken down into grading, drainage, walls, ITS, signing & pavement marking, signalization, landscaping and final geometry components. The component design must be in conformity with the Design and Construction Criteria requirements, approved preliminary layout and concept as provided in the Technical Proposal.

Before construction activities can begin for a specific component, signed and sealed design plans and calculations supporting the design for that component must be reviewed by the **Local Agency**. Component submittals shall be complete submittals along with all the supporting information necessary for review. The work must represent logical work activities and must show impacts on subsequent work on this Project. Any modification to the component construction due to subsequent design changes as the result of design development is solely the Design-Build Firm's risk. Upon review by the **Local Agency**, the plans will be stamped “Released for Construction” and initialed and dated by the reviewer. Any construction initiated by the Design-Build Firm prior to receiving signed and sealed plans stamped “Released for Construction” shall be at the sole risk of the Design-Build Firm.

All design and construction documents shall be prepared using the English system.

B. Geotechnical Services

Driven Pile Foundations for Bridges and Major Structures N/A

**Drilled Shaft Foundations for Bridges and Miscellaneous Structures
N/A**

Spread Footings Foundations N/A

Auger Cast Piles for Sound Barrier Walls N/A

The Design/Build Firm will be responsible for identifying and performing any geotechnical investigation, analysis, and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.

The Design/Build Firm shall provide the **Local Agency** signed and sealed design and construction reports. The reports shall be a record set of all geotechnical information, including relevant support data.

C. Utility Coordination

The Design/Build Firm will be responsible for all utility coordination for the project. All anticipated impacts must be coordinated early on the design process to minimize the number and severity of conflicts.

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

D. Roadway Plans:

General:

The Design-Build Firm shall prepare the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

Design Analysis:

The Design-Build Firm shall develop and submit a signed and sealed Typical Section Package, Pavement Design Package and Drainage Analysis Report for review and concurrence by the **Local Agency** and FHWA on Federal Aid Oversight Projects. These packages shall include the following:

1. Typical Section Package:

- Transmittal letter
- Location Map
- Roadway Typical Section(s)
 - a) Slopes requirements
 - b) Sidewalk Placement
 - c) Right-of-Way
 - d) Ditches
 - e) Drainage Improvements
- Data Sheet
- Design Speed

2. Pavement Design Package: N/A

3. Drainage Analysis:

E. Geometric:

The Design/Build Firm shall design the geometric for the Project using the design standards that are most appropriate with proper consideration given to the design traffic volumes, adjacent land use, design consistency, aesthetics, ADA requirements, and this document.

The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, median widths, cross slopes, borders, sight distance, side slopes, front slopes and ditches. The geometric design developed by the Design-Build Firm shall be an engineering solution that is not merely an adherence to the minimum AASHTO and/or **Department** standards.

F. Design Documentation, Computations and Quantities:

The Design-Build Firm shall submit to the **Local Agency** design notes and computations to document the design conclusions reached during the development of the construction plans.

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". The data shall be in a hard-back folder for submittal to the **Local Agency**. At the Project completion, a final set of design notes and

computations, signed by the Design-Build Firm, shall be submitted with the record set of plans and tracings.

The design notes and calculations shall include, but not be limited to the following data:

- Design standards used for the Project
- Geometric design calculations for horizontal alignments
- Vertical geometry calculations
- Documentation of decisions reached resulting from meetings, telephone conversations or site visits
- Final quantities list

G. Structure Plans: N/A

H. Specifications:

Escambia County Technical Standard Specifications (Latest Edition)

I. Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall be submitted to the **Local Agency** and shall bear the stamp and signature of the Design-Build Firm's Engineer of Record (EOR), and Specialty Engineer as appropriate. The **Local Agency** shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The **Local Agency** procedural review of shop drawings is to assure that the Design-Build Firm's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The **Local Agency** review is not meant to be a complete and detailed review. Upon review of the shop drawing, the **Local Agency** will stamp "Released for Construction" or "Released for Construction as noted" and initialed and dated by the reviewer.

Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.

J. Sequence of Construction:

The Design-Build Firm shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.

2. Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
4. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access right-of-way where direct access is not permitted.
5. Proper coordination with adjacent construction Projects and maintaining agencies.

K. Stormwater Pollution Prevention Plans (SWPPP)

The Design-Build Firm shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design-Build Firm shall refer to the PPM and Florida Department of Environmental Protection (FDEP) Rule 62-621.300(4)(a) for information in regard to the SWPPP. This SWPPP shall be submitted along with the Design-Build Firm's Certification (FDEP Form 62-621.300(4)(b) **NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES**) at least 15 calendar days (excluding Holidays as defined in Section 1-3 of the Specifications) prior to beginning construction activities. The Design/Build firm shall utilize the FDOT Design Standards as appropriate for proper erosion control during construction.

L. Temporary Traffic Control Plan:

1. **Traffic Control Analysis: N/A**
2. **Temporary Traffic Control Plans:**

The Design-Build Firm shall utilize Index Series 600 of the **Department's** Design Standards where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design-Build Firm shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), traffic control plan sheet(s).

The Design-Build Firm shall prepare additional plan sheets such as cross sections, profiles, drainage structures, retaining wall details, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

3. Traffic Control Restrictions:

There will be NO LANE CLOSURES ALLOWED between the hours of **7:00 A.M. to 9 A.M. and 1:30 P.M. to 3:30 P.M.** A lane may only be closed during active work periods. Rolling barricades will be allowed during the approved lane closure hours. All lane closures, including ramp closures, must be reported to the local emergency agencies, the media and the **Local Agency** Public Information Officer. Also, the Design-Build Firm shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency or if the lane closure causes a driver delay greater than 20 minutes.

NO LANE CLOSURES are allowed on the Project during the times shown below so as to minimize potential impacts to the following events:

M. Environmental Services/Permits/Mitigation:

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that are permissible. The Design-Build Firm will be responsible for any required permit fees. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity. Delays due to incomplete permit packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design-Build Firm, and will not be considered sufficient reason for time extension.

As the permittee, the **Local Agency** is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications.

If, as a result of design changes proposed by the Design-Build Firm, additional environmental mitigation is required, it shall be the responsibility of the Design-Build Firm to pay for the mitigation.

In the event that gopher tortoise burrows are found within the project limits, the **Department** shall be responsible for an assessment of all potential gopher tortoise habitats that could be impacted by the Project. The **Local Agency** must verify the completeness and accuracy of the assessment. The habitat will be systematically surveyed according to the current guidelines published by the Florida Fish and Wildlife Conservation Commission (FWC). If gopher tortoise burrows are found, all practicable measures will be employed to avoid impacts. The **Department** shall be responsible for preparing required documentation for the **Local Agency** to obtain a FWC permit for the relocation of gopher tortoises and commensals from burrows which cannot be avoided. A copy of the permit and any subsequent reports to FWC must be provided to the **Local**

Agency.

The Department will be required to pay all permit fees including any and all fees associated with the relocation of gopher tortoises. Any fines levied by permitting agencies shall be the responsibility of the Department.

The Design/Build Firm will be responsible for concurrence (including Section 7 Formal Consultation) from FWS, NMFS, FWC, and USFS (for any project within the ANF) if concurrence was not received in the NEPA document. The Design/Build Firms will be responsible specifically for any concurrence that may need design information.

If the Design/Build Firm encounters or exposes any abnormal condition indicating the presence of a hazardous or toxic waste, or contaminants, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate hazardous or toxic wastes or contaminants and must be treated with extreme caution. Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Provisions shall meet all applicable laws, rules or regulations covering hazardous conditions and will be in a manner commensurate with the gravity of the conditions. The Engineer will notify the **Local Agency** to determine appropriate actions that need to be taken.

N. Signing and Pavement Marking Plans:

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with **Local Agency** criteria.

O. Lighting Plans:

The Design-Build Firm shall prepare lighting plans in accordance with **Local Agency** criteria.

EXHIBIT "J"

Schedule of Project Fees

A) Preconstruction Phase Fee

Pursuant to Section 4(a) the design phase fee for PD 12-13.051 for the performance of design services for Design/Build Myrtle Grove Sidewalks and Drainage

Shall be the amount of \$106,339.00

And shall be paid in monthly payments of \$15,191.28

Final payment of \$15191.32

Payment shall be made in accordance with Exhibit A, Article 3.4 upon approval of payment submittal by County based on schedule and deliverables.

B) Construction Phase Fee

Pursuant to Section 4(a) the construction phase fee for PD 12-13.051 for the Construction of Design/Build Myrtle Grove Sidewalks and Drainage

Shall be a fee of \$790,236.00

Shall be paid in monthly payments and one final payment upon conclusion of the project of \$158,047.20

Payment shall be made in accordance with Exhibit A, Article 3.5

Final payment of \$158,047.20

C) Overhead and Profit for the Construction Phase

Pursuant to Section 4© the overhead and profit and general expenses for PD 12-13.051, Design/Build Myrtle Grove Sidewalks and Drainage shall be \$N/A and shall be paid in accordance with Section 4(c).

EXHIBIT “K”

[Approved Schematic Designs/Approved Development]
[List]

EXHIBIT “L”

[Approved GMP Drawings and Specification]

List of Drawings

List of Documents

Paul R. Nobles

From: Bobby Godfrey [bobby@panhandlepaving.com]
Sent: Tuesday, January 14, 2014 1:30 PM
To: Paul R. Nobles
Subject: PD 12-13.051 Design Build Myrtle Grove Sidewalks

Paul, here is the breakdown that you requested

1. Pre-Construction Phase Fee: \$106,339.00
2. Construction Phase Fee: \$790,236.00

Hope this helps. Please contact me if you need further assistance or information. Thanks

Sincerely,

Bobby Godfrey

Panhandle Grading & Paving, Inc.

2665 Solo Dos Familiaf

Pensacola, FL 32534

Phone (850)478-5250

Fax (850)479-5901

Email: bobby@panhandlepaving.com

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Section 2: Resumes

Panhandle Grading and Paving Resumes

PROJECT MANAGER

Bobby Godfrey has over 18 years of construction experience as a project manager and estimator. He has been involved in numerous milling and resurfacing projects as well as roadway reconstruction projects, widening projects and several design build projects ranging in price from \$50,000.00 to \$13,000,000.00.

PROJECT SUPERINTENDANT

Mike Johnson has been employed by Panhandle Grading and Paving, Inc. since 1984 and has served as Project Superintendent for all of the completed projects listed. He is an ATSSA Certified Florida Advanced Traffic Control Supervisor.

OPERATIONS MANAGER

Brad McLaughlin has been employed by Panhandle Grading and Paving, Inc. since 2011 and has been involved 100% with all aspects of day-to-day operations. He supervises the overall day-to-day operations and coordinates directly with the project managers and the owners of PGP.

FIELD QUALITY CONTROL

Marcus Ard has been with Panhandle Grading and Paving, Inc. since April 2005 and brings numerous years of construction experience. He was involved in Quality Control on the Davis Highway and the Blue Angel Parkway projects. He also worked on the Pine Forest Road and West Roberts Project. His certifications include the following:

- FDOT Certified Earthwork Level II Technician
- FDOT Certified ACI Concrete Level I Technician
- FDOT Certified Asphalt Paving Level II Technician
- ATSSA Certified Florida Advanced Traffic Control Supervisor

NOVA Resumes

William L. Lawrence, P.E.
PROJECT ENGINEER

NOVA
ENGINEERING AND
ENVIRONMENTAL

PROFESSIONAL CAPABILITIES:

Mr. Lawrence is a Project Engineer for NOVA's Panama City Beach operation, and has over 15 years of experience in geotechnical engineering, subsurface exploration/drilling and construction materials testing services. He has performed geotechnical explorations for single- and multi-storied structures. Typical projects have included residential structures, commercial, heavy industrial and aerospace developments along with education and governmental facilities. Mr. Lawrence has served as project geotechnical engineer and project manager on a wide variety of geotechnical engineering and materials testing projects throughout the southeastern United States. He also has served extensively as a Threshold Special Inspector Representative on many projects along the Florida Panhandle.

REPRESENTATIVE PROJECT EXPERIENCE:

Transportation:

- Panama City Beach International Airport
- Pensacola Regional Airport Facility Expansion
- I-10/I-110 Interchange, Escambia County FL
- I-10 at Escambia Bay Bridge Replacement
- West Bay Bridge, Bay County FL
- I-10 Widening, Tallahassee FL
- Merry Acres Road Bridge Replacement
- Gainer Road Bridge Replacement
- Tate School Road Bridge Replacement
- Rocky Branch Road Bridge Replacement
- Stefani Road Bridge Replacement
- Brickyard Road Bridge Replacement

Municipalities/Government:

- Bay County Prison Expansion
- Walton County Jail
- Escambia County Courthouse
- City of Crestview - Brookmeade Drive Extension & Fire Station #3
- Escambia County Roadway Projects (CR 297-A, Guidy Lane, Airway Drive, Johnson Ave./Cody Dr., Pine Cone Drive, Pelt Road/Seales Lane, Nicholson Drive, Barrineau Park Road)
- Santa Rosa County Roadway Projects (multiple projects along U.S. 90 and U.S. 98)
- City of Vernon City Hall
- City of Panama City Utility Building

Condominium:

- Harborwalk
- Destin West Bayside
- Sandestin Golf & Beach Resort (Lasata, Bahia)
- Summerwinds West
- Chateau
- Sugar Sands

EDUCATION:

- *B.S. Civil Engineering,
University of South Alabama
1998*

**CERTIFICATIONS /
REGISTRATIONS:**

- *Registered Professional
Engineer: Florida, Alabama,
Mississippi*

AFFILIATIONS:

- *Florida Engineering Society
(FES)*
- *American Society of Civil
Engineers (ASCE)*

Merrill Parker Shaw Resumes

Andrew E. Starkey, P.L.S.

4928 N. Davis Highway
Pensacola, Florida 32503
(850) 478-4923
astarkey@mpses.com

Alabama Professional Land Surveyor, Registration No. 27404

Experience:

Merrill Parker Shaw, Inc. 2005 – Present

Surveying Department Manager, responsible for managing day to day activities of surveying field personal along with surveying office staff. Prepare cost estimates on all surveying related projects; schedule and coordinate field surveys and drafting duties of survey projects; prepare work drawings and plats of new developments; coordinate with local governments for project approvals, and perform monumentation analyst for sectional and boundary surveys.

Northwest Florida Land Surveying, Inc. 2002 – 2005

Prepare project work drawing for new developments; prepare plats and surveys; perform sectional breakdowns; schedule and manage survey crews; and prepare cost estimates for survey projects.

Northwest Florida Engineering and Surveying, Inc. 1996 – 2002

Party Chief for survey crew performing land surveys and construction layout, and responsible for the establishment of Global Positioning System networks for survey projects and developments.

Software and equipment experience:

Proficient with the following software:

Auto-Cad 2000 and 2004
TDS Survey Link
Trimble Geometrics Office
Microsoft Word, Excel
Adobe Acrobat Creator

Proficient with the following equipment:

Sokkia Total Stations
Topcon Total Stations
Topcon GPS
Trimble GPS
Sokkia GPS
Hewitt Packard 48GX calculator
TDS Recon and Ranger
Trimble TC1 Controller

Education:

Pine Forest High School, Graduate 1995.
Pensacola Junior College

Sigma Consulting Group Resumes

JASON L. LASHLEY, P.E.

Title: Civil Engineer
Start Date: 11/30/2006
Previous Employment: 10 years
Degrees: B.S. / 1996 / Environmental Engineering
Professional Registrations:
2001/Professional Engineer (FL, AL, MS)

Mr. Lashley has over fourteen years of experience in designing sanitary sewer systems, water distribution systems, storm water sewer systems, site grading and street grades for subdivisions and commercial projects. He has experience in performing field inspections for projects under construction; developing cost estimates for construction and engineering of projects; performing tasks necessary to permit projects with the various governmental bodies associated with engineering and land development; and, handling client relations during the preliminary and design phases of projects.

Mr. Lashley has developed an expertise in the preparation of complete drainage systems to meet the needs and requirements of the Florida Department of Transportation and counties surrounding the Pensacola area. Mr. Lashley has also developed a working knowledge in the preparation of roadway plans sets. In addition to his design knowledge, he has also had the opportunity to gain valuable field experience on construction projects ranging from simple drainage improvements to multi-lane widening, intersection improvements and landfill gas collection systems.

Florida Dept of Transportation, Nine Mile Road (US 90A) Multi-lane Reconstruction, FL. Civil Engineer responsible for ditch design, culvert analysis and plans preparation for expanding the existing two-lane section to a four-lane divided roadway and the existing urban four-lane section to six lanes.

Florida Dept of Transportation, SR 390 Widening from 23rd Street to Airport Drive, FL. Civil Engineer responsible for the reevaluation and conceptual design of a 5-mile segment of SR 390. The project involved the proposed widening of an existing two-lane facility to six-lanes and included the analysis of five stormwater management facilities. Extensive public involvement featured a public hearing and close coordination with the MPO.

Florida Dept of Transportation, SR 77 Widening, FDOT District 3, Chipley, FL. Civil Engineer responsible for providing ditch design, quantities preparation, plans preparation, and pond design for expanding an existing two-lane section to a four-lane divided section from North Bay (Bailey Bridge) to CR 2300 in Bay County.

Florida Dept of Transportation, SR 79/Holmes Creek Bridge Replacement, Vernon, FL. Civil Engineer responsible for designing the replacement of a deteriorating bridge with two new 1,000-foot, two-lane prestressed concrete girder bridges. Approximately 2,200 feet of roadway improvements are required on the approaches to the bridges. Roadway improvements include widening the existing 2-lane urban roadway to a 4-lane suburban section, realignment of 2 county roads and a state road and a boat/park entrance.

MICHAEL N. DOOLEY, MBA, P. E.

Title: Vice - President
Start Date: 8/7/87
Previous Employment: 13 Years
Degrees: B. S. / 1974 / Civil Engineering (Louisiana State)
M. S. / 1980 / Business Administration (Arizona St.)
Professional Registration:
2005/Civil/FL No. 63608
1978 / Civil & Environmental / LA No. 17152

Since founding Sigma Consulting Group in 1987, Mike has been an owner and a Civil/Structural Engineer for the company. He is currently a Director for Sigma and serves as a principal for various types of civil projects. Administrative responsibilities include: financial planning and processing, hiring, handling annual feedback and review process, and establishing any organizational changes.

Previously, Mike spent 4 years as Head of the Highway and Bridge Section for a Baton Rouge consulting engineering firm. He spent 4 years in Arizona as a Civil Engineer for a steel fabrication company and an engineering consultant. And Mike's foundation began with 4 years as Bridge Designer and then field Project Engineer for LaDOTD.

Mike has done Civil and Structural engineering, surveying, construction inspection, construction oversight, and he has been a contractor. Mike has worked on highways, bridges, petrochemical plants, subdivisions, and municipal sewer systems. He has supervised the efforts of up to 40 people, and Mike has been in charge of design projects with fees up to \$500,000.00.

LAI Improvements, Golden Meadow – Fourchon, Lafourche Parish, LA. Mr. Dooley served as the project principal for Sigma for this project. The project consists of a 4-lane elevated bridge structure on new alignment through sensitive environmental conditions. Mr. Dooley was responsible for project administration and project partnering between LaDOTD, the prime consultant and subconsultants.

El Camino East /West Corridor Line & Grade Study, LA 6 / US 84. Mike was the project principal for a line and grade study for the 135 mile El Camino Corridor in Sabine, Winn, Natchitoches, LaSalle and Catahoula Parishes. The study included determining design criteria, horizontal and vertical alignment evaluation and upgrades, environmental inventory, individual project limits and construction costs, traffic analysis, project prioritization, aerial photography and GIS development. Mike was responsible for all contracts and administrative duties associated with this project.

I-10/I-12 Baton Rouge Bypass M.I.S. Sigma served as subconsultants to study alternative alignments for a southerly bypass around Baton Rouge. Tasks include establishing design criteria, finalizing the geometry, and estimating costs for right-of-way and construction. Participated in benefit / cost analysis.

Jefferson Highway (Drusilla to Airline) -La 73. Final plan preparation for a 5-lane urban section including storm sewer design along exist. 2-lane alignment in East Baton Rouge Parish for DPW.

PAUL M. HEFFERNAN, P.E.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person)			
12. NAME Paul M. Heffernan, P.E.	13. ROLE IN THIS CONTRACT Civil Engineer Stormwater Handling and Facilities	14. YEARS EXPERIENCE	
		a. TOTAL 6	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State) Sigma Consulting Group Inc., Pensacola, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science – 2004 University of Florida Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (STATE & DISCIPLINE) Professional Engineer - Florida	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc)			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (CITY & STATE) Escambia County, Pine Forest Road Turn Lane Improvement Project (CR 297A to 9-Mile Road) Pensacola, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2009	CONSTRUCTION (If Applicable) 2010
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE performed with current firm <input type="checkbox"/> Check if project Mr. Heffernan served as the drainage engineer responsible for the drainage design, permitting, and plans production for turn lane addition to Pine Forest Road (CR 297). Project limits were from CR 297A to Nine Mile Road (Hwy 90).			
b.	(1) TITLE AND LOCATION (CITY & STATE) Escambia County, Pensacola Bay Basin Master Plan Pensacola, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2006	CONSTRUCTION (If Applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE performed with current firm <input type="checkbox"/> Check if project Mr. Heffernan served as the drainage engineer responsible for the stormwater evaluation for the Pensacola Bay Basin (7.3 mi²). The study included a 300+ node hydrologic and hydraulic model, water quality modeling, and the development of recommended solutions to flooding and water quality issues.			
c.	(1) TITLE AND LOCATION (CITY & STATE) Escambia County, 2nd St. and Sunset Avenue Drainage Retrofit Pensacola, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2007	CONSTRUCTION (If Applicable) 2009
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE performed with current firm <input type="checkbox"/> Check if project Mr. Heffernan provided design services to Escambia County on Sunset Avenue and 2nd Street for a drainage retro-fit project. Services included design of a saltwater marsh, design incorporation of two pre-treatment Vortech units, replacement of an existing storm drain under Sunset Avenue with a box culvert, resolution of ancillary roadway issues, and modification of two existing storm drain facilities to match proposed conditions.			
d.	(1) TITLE AND LOCATION (CITY & STATE) Escambia County, Ten Mile Creek Stream Restoration, Pensacola, FL.	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2008	CONSTRUCTION (If Applicable) 2009
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE performed with current firm <input type="checkbox"/> Check if project Mr. Heffernan developed the environmental permit package, plans, specifications and construction contract package relating to the restoration of aquatic habitat along a 0.5 mile reach of Ten Mile Creek east of Pine Forest Road.			

CECIL HIDALGO, CADD

F. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT <i>(Complete one Section E for each key person)</i>							
14. NAME Cecil W. Hidalgo	15. ROLE IN THIS CONTRACT CADD Technician,	14. YEARS EXPERIENCE <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; text-align: center;">a. TOTAL</td> <td style="width: 50%; border: none; text-align: center;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="border: none; text-align: center;">32</td> <td style="border: none; text-align: center;">1</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	32	1
a. TOTAL	b. WITH CURRENT FIRM						
32	1						
15. FIRM NAME AND LOCATION (City and State) Sigma Consulting Group Inc., Pensacola, Florida							
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE & DISCIPLINE)					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc)							
19. RELEVANT PROJECTS							
a.	(1) TITLE AND LOCATION (CITY & STATE) Pensacola Pediatrics Escambia County Pensacola, Florida	(2) YEAR COMPLETED <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border: none; text-align: center;">CONSTRUCTION (if Applicable)</td> </tr> <tr> <td style="border: none; text-align: center;">2009</td> <td style="border: none; text-align: center;">2010</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)	2009	2010
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)					
2009	2010						
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Mr. Hidalgo served as the CADD Technician for David Lamar on this project. He was responsible for providing the CADD services necessary to generate site civil design drawings, coordinating permitting with local gov. agencies & quantity computation for bidding purposes.							
b.	(1) TITLE AND LOCATION (CITY & STATE) Gulf Breeze Comprehensive Care Center Santa Rosa County Gulf Breeze, Florida	(2) YEAR COMPLETED <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border: none; text-align: center;">CONSTRUCTION (if Applicable)</td> </tr> <tr> <td style="border: none; text-align: center;">2008</td> <td style="border: none;"></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)	2008	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)					
2008							
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Mr. Hidalgo served as the CADD Technician for David Lamar on this project. He was responsible for providing the CADD services necessary to generate site civil design drawings, coordinating permitting with local governmental agencies, utility coordination and quantity computation for bidding purposes.							
c.	(1) TITLE AND LOCATION (CITY & STATE) Celebration Acres Santa Rosa County Milton, Florida	(2) YEAR COMPLETED <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border: none; text-align: center;">CONSTRUCTION (if Applicable)</td> </tr> <tr> <td style="border: none; text-align: center;">2007</td> <td style="border: none;"></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)	2007	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)					
2007							
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Mr. Hidalgo served as the CADD Technician for David Lamar on this project. He was responsible for providing the CADD services necessary to generate subdivision layout drawings, client coordination, coordinating permitting with local governmental agencies, utility coordination and quantity computation for bidding purposes.							
d.	(1) TITLE AND LOCATION (CITY & STATE) New Hope Village Santa Rosa County Milton, Florida	(2) YEAR COMPLETED <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border: none; text-align: center;">CONS</td> </tr> <tr> <td style="border: none; text-align: center;">2006</td> <td style="border: none;"></td> </tr> </table>		PROFESSIONAL SERVICES	CONS	2006	
	PROFESSIONAL SERVICES	CONS					
2006							
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Mr. Hidalgo served as the CADD Technician for David Lamar on this project. He was responsible for providing the CADD services necessary to generate subdivision layout drawings, client coordination, coordinating permitting with local governmental agencies, utility coordination and quantity computation for bidding purposes.							
e.	(1) TITLE AND LOCATION (CITY & STATE) Harbor Pointe Village Escambia County Pensacola, Florida	(2) YEAR COMPLETED <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border: none; text-align: center;">CONSTRUCTION (if Applicable)</td> </tr> <tr> <td style="border: none; text-align: center;">2003</td> <td style="border: none;"></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)	2003	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)					
2003							
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Mr. Hidalgo served as the CADD Technician for David Lamar on this project. He was responsible for providing the CADD services necessary to generate subdivision layout drawings, client coordination, coordinating permitting with local governmental agencies, utility coordination and quantity computation for bidding purposes.							

Exhibit "O"

Design/Build Myrtle Grove Sidewalks and Drainage
 PD 12-13.051
 Design/Build Project Schedule
 Anticipated Award Date : October 18, 2013

Description	October 2013 to January 2014	January 2014 to March 2014	March 2014 to April 2014	May 2014 to June 2014	June 2014 to September 2014	September 2014 to October 2014
1 Anticipated Award Date	10/18/13					
2 Design Topographic Survey	11/15/13					
3 Geotechnical Investigation	11/15/13					
4 Design Submittals	12/13/13					
5 30% Component Plans	1/10/14					
6 Environmental Permit Application	1/11/14					
7 30% - Design Reviews (14 days minimum)		1/25/14				
8 60% Component Plans - Design Development		2/22/14				
9 Roadway Design		3/1/14				
10 Maintenance of Traffic Design		3/8/14				
11 Signing and Pavement Marking Design			3/15/14			
12 60% - Design Review (14 days minimum)			3/29/14			
13 90% Component Plans - Working Drawings and Specifications			4/12/14			
14 90% Component Plans - Design Review (14 days minimum)			4/26/14			
15 Environmental Permit Acquisition				5/3/14		
16 Final Component Plans - Drawings , Specifications and TSP				5/3/14		
17 Start of Construction				5/31/14		
18 Construction Mobilization				6/5/14		
19 Embankment/Excavation (if applicable)				6/5/14		
20 Clearing and Grubbing (if applicable)				6/5/14		
21 Roadway Construction					8/14/14	
22 Materials Quality Tracking					8/21/14	
23 Signing and Pavement Marking Construction					8/26/14	
24 Maintenance of Traffic Setup (per duration)						9/8/14
25 Erosion Control						9/16/14
26 Holidays and Special Events						9/30/14
27 Final Completion Date for All Work						10/7/14

Exhibit "P"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BID BLANK
DESIGN BUILD - MINOR

375-020-17
CONTRACTS ADMINISTRATION
OGC - 08/12

Let by:

PANHANDLE GRADING & PAVING, INC.

(Void if used by any bidder other than one this Form issued to)

FINANCIAL PROJECT NO(S): 433768-1-58-01

This project is let under the authority of Chapter 337.11, F.S.

CONTRACT CALENDAR DAYS: 365

CONTRACT NO.: AR315

DATE BIDS DUE: 9/10/2013

TOTAL AMOUNT: \$ 896,575.00

DATE OF AWARD: _____

DATE OF CONTRACT

EXECUTION: _____

Appropriation FY: N/A

Appropriation Category: N/A

8.6 % DBE Availability

Appropriation Bill Number(s)/Line Item Number(s) for
1st year of contract, pursuant to s.216.313, F.S. N/A

(required for contracts in excess of \$5 million)



PROPOSAL

FOR ABOVE PROJECT(S)

The Bidder's Proposal must meet the requirements and design and construction criteria as stated in the FDOT Request for Proposal

MYRTLE GROVE ELEMENTARY SCHOOL SIDEWALKS

in Escambia

County(ies)

NOTE: Attach your Proposal Guaranty to this bid blank. All Extensions must be carried out. Any changes made in unit bid prices must be initialed by bidder.

Exhibit "P"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DESIGN-BUILD BID PROPOSAL FORM700-010-65
CONSTRUCTION
02/10

CONTRACT NO: AR315

FPN: 433768-1-58-01

PROJECT LOCATION/DESCRIPTION: MYRTLE GROVE ELEMENTARY SCHOOL SIDEWALKSThe Design Build-Firm is required to state the proposed Contract Time and a Lump Sum (LS) price and submit to Escambia County Board of County CommissionersPROPOSED CONTRACT TIME: 365

ITEM DESCRIPTION	UNIT	QUANTITY	FPN	PRICE
DESIGN-BUILD	LS	1	433768-1-58-01	\$ <u>896,575.00</u>
DESIGN-BUILD	LS	1		\$ <u>—</u>
DESIGN-BUILD	LS	1		\$ <u>—</u>
DO NOT BID ITEMS				
INITIAL CONTINGENCY				\$ <u>—</u>
PARTNERING				\$ <u>—</u>
DISPUTES REVIEW BOARD				\$ <u>—</u>
TOTAL CONTRACT AMOUNT				\$ <u>896,575.00</u>

TOTAL CONTRACT AMOUNT WRITTEN OUT

Eight Hundred Ninety Six Thousand, Five Hundred Seventy Five DollarsDESIGN-BUILD FIRM NAME: PANHANDLE GRADING & PAVING, INC.DESIGN-BUILD FIRM VENDOR NO: F59187985001DESIGN-BUILD FIRM ADDRESS: 2665 SOLO DOS FAMILIAF
Pensacola, FL 32534

DESIGN-BUILD FIRM

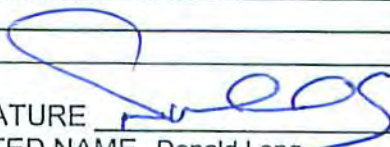
SIGNATURE 
PRINTED NAME Donald Long
TITLE Vice- President

Exhibit "Q"

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

Design/Build Myrtle Grove Sidewalks and Drainage
Solicitation Identification Number PD 12-13.051
Financial Management No. 433768-1-58-01
Federal-Aid Project No. SRTS-311-A

Request for Proposals Will Be Received Until:
2:00 p.m. CDT, Tuesday, September 10, 2013

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

MANDATORY PRE-BID CONFERENCE: 9:00 a.m., CDT, Tuesday, August 20, 2013,
Central Office Complex, Room 104, 3363 West Park Place, Pensacola, FL 32505, Pensacola, Florida

Board of County Commissioners

Gene M. Valentino, Chairman
Lumon J. May, Vice Chairman
Steven L. Barry
Wilson B. Robertson
Grover C. Robinson, IV

From:

Claudia Simmons
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.
--

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).

File Name

Exhibit "Q"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BID BLANK

375-020-17
CONTRACTS ADMINISTRATION
OGC - 08/12

Let by:

(Void if used by any bidder other than one this Form issued to)

FINANCIAL PROJECT NO(S): _____

This project is let under the authority of Chapter 337.11, F.S.

CONTRACT CALENDAR DAYS: _____

CONTRACT NO.: _____

DATE BIDS DUE: _____

TOTAL AMOUNT: \$ _____

DATE OF AWARD: _____

DATE OF CONTRACT

EXECUTION: _____

Appropriation FY: _____

Appropriation Category: _____

_____ % DBE Availability

**Appropriation Bill Number(s)/Line Item Number(s) for
1st year of contract, pursuant to s.216.313, F.S.**

(required for contracts in excess of \$5 million)



PROPOSAL

FOR ABOVE PROJECT(S)

The Bidder's Proposal must meet the requirements and design and construction criteria as stated in the FDOT Request for Proposal

in _____ County(ies)

NOTE: Attach your Proposal Guaranty to this bid blank. All Extensions must be carried out. Any changes made in unit bid prices must be initialed by bidder.

Exhibit "Q"
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DESIGN-BUILD BID PROPOSAL FORM

700-010-65
CONSTRUCTION
02/10

CONTRACT NO: AR315

FPN: 433768-1-58-01

PROJECT LOCATION/DESCRIPTION: MYRTLE GROVE ELEMENTARY SCHOOL SIDEWALKS

The Design Build-Firm is required to state the proposed Contract Time and a Lump Sum (LS) price and submit to _____

PROPOSED CONTRACT TIME: _____

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>FPN</u>	<u>PRICE</u>
DESIGN-BUILD	LS	1		\$ _____
DESIGN-BUILD	LS	1		\$ _____
DESIGN-BUILD	LS	1		\$ _____
DO NOT BID ITEMS				
INITIAL CONTINGENCY				\$ _____
PARTNERING				\$ _____
DISPUTES REVIEW BOARD				\$ _____
TOTAL CONTRACT AMOUNT				\$ _____

TOTAL CONTRACT AMOUNT WRITTEN OUT

DESIGN-BUILD FIRM NAME: _____

DESIGN-BUILD FIRM VENDOR NO: _____

DESIGN-BUILD FIRM ADDRESS: _____

DESIGN-BUILD FIRM	SIGNATURE _____
	PRINTED NAME _____
	TITLE _____

Table of Contents

NOTICE	1
I. Introduction	1
A. Design-Build Responsibility	4
B. Local Agency Responsibility	6
C. Restriction on Consultant's Eligibility to Compete for Federally Funded Projects	6
II. Schedule of Events.....	7
III. Threshold Requirements.....	8
A. Qualifications	8
B. Joint Venture Firm	8
C. Price Proposal Guarantee	8
D. Pre-Proposal Meeting.....	8
E. Question and Answer – N/A	9
F. Protest Rights.....	9
G. Non-Responsive Proposals.....	14
H. Waiver of Irregularities	14
I. Modification or Withdrawal of Proposal	15
J. Design/Build Contract.....	15
IV. Disadvantaged Business Enterprise (DBE) Program.	16
A. DBE Availability Goal Percentage:	16
B. Anticipated DBE Participation Statement:	16
C. Equal Opportunity Reporting System:	16
D. DBE Supportive Services Providers:	17
E. DBE Affirmative Action Plan:	17
F. Bidders Opportunity List:	17
V. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK.	18
A. Governing Regulations:	18
B. Innovative Aspects:	21
C. Geotechnical Services:.....	21
D. Local Agency Commitments: N/A.....	21
E. Environmental Permits:	21
F. Railroad Coordination: N/A.....	23
G. Survey:	23
H. Verification of Existing Conditions:	24
I. Submittals:.....	25
J. Contract Duration:	27
K. Project Schedule:	27
L. Key Personnel/Staffing:.....	28
M. Meetings and Progress Reporting:	28
N. Public Involvement: N/A	29
O. Quality Management Plan (QMP):.....	29

Exhibit "Q"

Request for Proposal

Design/Build Myrtle Grove Sidewalks and Drainage

August 12, 2013

P.	Schedule of Values:	30
Q.	Computer Automation:	30
R.	Construction Engineering and Inspection:.....	30
S.	Testing:.....	30
T.	Value Added: N/A.....	31
U.	Adjoining Construction Projects:	31
V.	Use of Local Agency Owned Right of Way.....	31
W.	Design Issue Escalation:	32
X.	Construction Clarification, Conflict Resolution, and Issue Escalation:	32
VI.	Design and Construction Criteria	33
A.	General:.....	33
B.	Geotechnical Services.....	33
C.	Utility Coordination	34
D.	Roadway Plans:	35
E.	Geometric:	35
F.	Design Documentation, Computations and Quantities:.....	36
G.	Structure Plans: N/A	36
H.	Specifications:	36
I.	Shop Drawings:	36
J.	Sequence of Construction:	37
K.	Stormwater Pollution Prevention Plans (SWPPP).....	37
L.	Temporary Traffic Control Plan:	38
M.	Environmental Services/Permits/Mitigation:	38
I.	Technical Proposal Requirements.	40
A.	General:.....	40
B.	Submittal Requirements:	40
C.	Evaluation Criteria:	44
D.	Final Selection Process:	44
II.	BID PROPOSAL REQUIREMENTS.....	44
A.	Bid Price Proposal:	44

ATTACHMENTS

The Attachments listed below are hereby incorporated into and made a part of this Request for Proposal (RFP) as though fully set forth herein.

Project Advertisement

Design Build Bid Blank Form

Design Build Bid Proposal Form

Local Agency (Escambia County) Technical Specifications

Approved NEPA document

Local Agency Program/Federal Aid Contract Requirements

I. Introduction

Definitions:

Department means State of Florida Department of Transportation.

Local Agency means a unit of government with less than statewide jurisdiction or any officially designated public agency or authority of such a unit of government that has the responsibility for planning, construction, operation or maintenance of, or jurisdiction over, a transportation facility. The term includes, but is not limited to, a county, an incorporated municipality, a metropolitan planning organization (MPO), an expressway or transportation authority, a road and bridge district, a special road and bridge district or a regional governmental unit.

USDOT means United States Department of Transportation.

The **Local Agency** has issued this Request for Proposal (RFP) to solicit competitive Bids and Proposals from Proposers for **Design/Build Criteria for Myrtle Grove Sidewalk/Drainage Project**

Purpose

The Escambia County Engineering Division requests that construction plans be developed for the installation of sidewalks and drainage improvements in the Myrtle Grove Area of West Pensacola, Florida. More specifically described as, 61st Street (between Jackson Street and Fairfield Drive), 65th Street (between Jackson Street and Lillian Highway), and Flaxman Street (between 61st Street and 65th Street), as well as, a proposed pond site for drainage improvements along 61st Street and 65th Street between Jackson Street and Lillian Highway. Provide design/build services for construction plans, bid documents, bid assistance, and limited project construction oversight for sidewalks and associated drainage improvements.

It is the intent of the county to provide sidewalks on both sides of 61st Street, as well as, 65th Street and Flaxman Street. The County and the design/build consultant will evaluate the construction due to drainage issues and utility conflicts. Improvements for the proposed drainage system, as needed to install the sidewalks, will be included on the plans.

General Statement

The following design criteria delineate the tasks and the responsibilities of a Design/Build team in connection with the above referenced design/build project.

The sidewalk improvements include design and installation of a sidewalk to provide safe and adequate walkways for pedestrian traffic at the subject location. All design features and construction activities must comply with current Escambia County guidelines and Florida Department of Transportation (FDOT) design and construction standards and specifications and ADA requirements. In addition, all design features shall comply with the following FDOT and AASHTO manuals: FDOT Pedestrian Planning and Design Handbook, FDOT Bicycle Facilities Planning and Design Handbook, FDOT Trail Intersection Design Handbook and AASHTO Guide for Bicycle Facilities.

Design/Build firm shall comply with FHWA and FDOT requirements for LAP Agreement, including DBE and EEO requirements.

This criterion memorandum will be updated periodically either in part or in whole as deemed appropriate by Escambia County Engineering Division. Any updates or modifications to the memorandum will take precedence over previous versions or criteria at the time of approval of the updated material or sections of the memorandum.

General Exceptions

Any reference to FDOT Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

Sidewalk/Drainage Design and Plans Administration

1. Review the Warrington Master Drainage Plan and prepare design for drainage improvements within the prescribed area.
2. Attend public meetings as required to receive input from the residents regard sidewalk location, drainage concerns, and to present drainage solutions to the residents.

3. Prepare a complete set of construction contract documents (plans and related specifications) for the proposed sidewalk and drainage improvements. Plans shall be submitted at 30%, 60%, 90%, and finals.
4. Consultant must provide a pond siting report and necessary geotechnical engineering services for proposed pond site(s). Pond sites shall be approved by the **Local Agency** and the **Department**.
5. The design of the sidewalks shall conform to the Americans with Disabilities Act (ADA). Pedestrian ramps shall be provided at existing roadway and/or driveway crossings along the corridor.
6. Sidewalk shall be designed to prevent ponding of water. Proposed grade shall be graded to drain. However, grades on sidewalks should not exceed 5% when not adjacent to a roadway. In addition, there should be enough cross slope to allow for adequate drainage; however the maximum shall be no more than 2% to comply for ADA requirements.
7. Project Submittals - Plans shall be submitted to the Engineering Division Project Manager for review and comment.
8. Coordinate with County staff as required.
9. Provide design documentation including meeting minutes, special technical specifications (if required), design calculations, and design recommendations.

Survey Services:

1. Topographic survey from edge of pavement to right-of-way referenced to State Plane Coordinates and USC&G Datum; invent, size, and type of all storm water drainage structures in the right-of-way; location of all visible utilities.
2. Five certified copies of the Topographical Survey that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
3. Minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.

4. Cross-section data intervals shall not exceed 100 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.
5. Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
6. Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.

Permitting:

1. Obtain any necessary permits required to construct this project.
2. Coordinate with FDOT, FDEP, ACOE, NFWFMD, or any other agency as needed to acquire permits.

Post Design Construction Assistance:

1. Provide answers to any RFI as per agreed upon time schedule.

Construction:

1. Comply with FHWA and FDOT requirements for LAP Agreement, including DBE and EEO requirements.
2. Construct all items as outlined in the sidewalk/drainage plans.
3. Maintain work zone for pedestrian safety and access. Pedestrian safety and access shall be maintained at all time.

No changes can occur that differ from the scope and limits defined in the original NEPA document. The **Local Agency** will be responsible for ensuring that the construction project adheres to the NEPA document.

The **Design/Build** firm will be responsible for coordinating with the **Local Agency** and documenting in the project design documentation that proper safety mitigation measures were review and/or incorporated in the project.

A. Design-Build Responsibility

The Design-Build Firm shall be responsible for survey, geotechnical

investigation, design, acquisition of all permits not acquired by the **Local Agency**, any and all information required to modify permits acquired by the **Local Agency**, maintenance of traffic, demolition, and construction on or before the Project completion date indicated in the Proposal. The Design-Build Firm will coordinate all utility relocations.

The Design-Build Firm shall be responsible for compliance with Design and Construction Criteria (Section VI) which sets forth requirements regarding survey, design, construction, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public.

The Design-Build Firm shall be responsible for reviewing the approved Environmental Document of the PD&E Study.

The Design-Build Firm is responsible for coordinating with the Environmental Agency any engineering information related to Environmental Reevaluations. The Design-Build Firm will not be compensated for any additional costs or time associated with Reevaluation(s) resulting from proposed design changes.

The Design-Build Firm may propose changes which differ from the approved Interchange Proposal Report (if applicable) and/or the Project Development & Environment (PD&E) Study. Proposed changes must be coordinated through the **Local Agency**. If changes are proposed to the configuration, the Design-Build Firm shall be responsible for preparing the necessary analyses and documentation required to satisfy requirements to obtain approval of the **Local Agency** and, if applicable, FHWA. The Design-Build Firm shall provide the required documentation for review and processing. Approved revisions to the configuration may also be required to be included in the Reevaluation of the National Environmental Policy Act (NEPA) document or State Environmental Impact Report (SEIR) Reevaluations, per Section M (Environmental Services/Permits/Mitigation) of the RFP. The Design-Build Firm will not be compensated for any additional costs or time resulting from proposed changes.

The Design-Build Firm shall examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the Project will be given to the **Local Agency** Project Manager.

The Design-Build Firm shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base their bid on their own opinion of the conditions likely to be encountered. The submission of a proposal is prima facie evidence that the Design-Build Firm has made an examination as described in this provision.

The Design-Build Firm shall demonstrate good Project management practices while working on this Project. These include communication with the **Local Agency** and others as necessary, management of time and resources, and documentation.

B. Local Agency Responsibility

The **Local Agency** will provide contract administration, management services, construction engineering inspection services, environmental oversight, and quality acceptance reviews of all work associated with the development and preparation of the contract plans, permits, and construction of the improvements. The **Local Agency** will provide job specific information and/or functions as outlined in this document. The **Local Agency** will be responsible for verifying that the NEPA document is adhered to for the life of the project until final acceptance of the construction.

This Request for Proposal does not commit the **Local Agency** to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services.

C. Restriction on Consultant's Eligibility to Compete for Federally Funded Projects

The Contractor or Design Professional (Engineer) cannot team, as a prime, with other firms to submit more than one bid for this project.

A Professional Firm shall not be considered for CEI services, either as a prime or a sub to the EOR.

A Consultant Firm, its affiliate, or sub consultant that is under contract with the **Local Agency** to develop the RFP for the Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or a sub consultant. A Consultant Firm, its affiliate, or sub consultant that is under contract with the **Local Agency** to provide CEI services on the Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or sub consultant

II. Schedule of Events.

Below is the current schedule of the remaining events that will take place in the selection process. The **Local Agency** reserves the right to make changes or alterations to the schedule as the **Local Agency** determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the **Local Agency**, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

Date	Event
Monday August 12, 2013	Advertisement of RFP
Tuesday September 10, 2013	Deadline for submission of written questions prior to the pre-Proposal meeting.
Tuesday August 20, 2013	Pre-Proposal meeting at 9:00 a.m. CDT in Room 104 of the Central Office Complex, 3363 West Park Place, Pensacola, FL 32505. All impacted Utility Agency/Owners are to be invited to the mandatory Pre-Proposal meeting.
Wednesday, August 25, 2013	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Proposal.
Friday, August 30, 2013	Final deadline for submission of Design Exceptions or Variances
Wednesday, September 4, 2013	Deadline for the Local Agency to respond to questions submitted by the Design-Build Firms prior to the submittal of the Proposal.
Tuesday September 10, 2013	Technical Proposals and Price Proposals due in Office Purchasing Conference Room, 213 South Palafox Place, Pensacola, FL 32503 by 2:00 p.m. CDT
Tuesday September 10, 2013	Public announcing of Price Proposals at 2:00 p.m. CDT in Office Purchasing Conference Room, 213 South Palafox Place, Pensacola, FL 32503.
Tuesday September 24, 2013	Posting of the Local Agency intended decision to Award (will remain posted for 14 business days)
Thursday, October 18, 2013	Anticipated Award Date

Friday, October 19, 2013	Anticipated Execution Date
-----------------------------	----------------------------

III. Threshold Requirements.

A. Qualifications

Proposers are required to be pre-qualified in all work types required for the project. The technical qualification requirements of Florida Administrative Code (F.A.C.) Chapter 14-75 and all qualification requirements of F.A.C. Chapter 14-22, based on the applicable category of the project, must be satisfied.

B. Joint Venture Firm

Two or more firms submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, Florida Administrative Code. Parties to a Joint Venture must submit a Declaration of Joint Venture and Power of Attorney Form No. 375-020-18, prior to the deadline for receipt of Proposals.

If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the Proposal. The Proposal shall clearly identify who will be responsible for the engineering, quality control, and geotechnical and construction portions of the Work.

C. Price Proposal Guarantee

A bid guaranty in an amount of not less than five percent (5%) of the total bid amount shall accompany each Proposer's Price Proposal. The guaranty may, at the discretion of the Proposer, be in the form of a cashier's check, bank money order, bank draft of any national or state bank, certified check, or surety bond, payable to the **Local Agency**. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the State of Florida. The guaranty shall stand for the Proposer's obligation to timely and properly execute the contract and supply all other submittals due therewith. The amount of the guaranty shall be a liquidated sum, which shall be due in full in the event of default, regardless of the actual damages suffered. The bid guaranty of all Proposers' shall be released at such time as the successful Proposer has complied with the condition stated herein, but not prior to that time.

D. Pre-Proposal Meeting – See page 9 of 48 for schedule

Attendance at the pre-proposal meeting is mandatory. Any Proposer

failing to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to provide a forum for the **Local Agency** to discuss with all concerned parties the proposed Project, the design and construction criteria, CPM schedule, and method of compensation, instructions for submitting proposals, design exceptions/variances, and other relevant issues. In the event that any discussions at the pre-proposal meeting require, in the **Local Agency** opinion, official additions, deletions, or clarifications of the Request for Proposal, the Design and Construction Criteria, or any other document, the **Local Agency** will issue a written addendum to this Request for Proposals as the **Local Agency** determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, will be binding on the **Local Agency**. FHWA will be invited on oversight Projects, in order to discuss the Project in detail and to clarify any concerns. Proposers shall direct all questions to the **Local Agency** as directed.

During and after the meeting, it is the responsibility of the Project Manager/Contracting Unit to ensure that each Proposer develops their technical proposal with the same information. If a Proposer receives information from the **Local Agency** relating to the Project, the **Local Agency** will ensure that all Proposers receive the same information in a timely fashion. The Project file will clearly document all communications with any Firm regarding the design and construction criteria by the **Local Agency**.

E. Question and Answer – N/A See Page 9 of 48 for schedule

F. Protest Rights

Sec. 46-101. Protested solicitations and awards.

- (a) *Right to protest.* After posting, any actual or prospective bidder or proposer who is aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the purchasing manager.
- (b) *Notice.* The protest shall be submitted within two business days after posting of the award recommendation at that location where bids or proposals are submitted. The protest must be in writing and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received by the office of purchasing.
- (c) *Authority to resolve.* Protests filed in accordance with subsection (b) of this section will be resolved under the provisions of this

subsection.

- (1) *Authority of purchasing manager.* The purchasing manager in consultation with the county administrator shall have the authority to review and attempt to resolve the protest informally. After reviewing the facts surrounding the issues raised in the protest letter, the purchasing manager, upon approval of the county administrator, may make the determination to:
 - a. Uphold the protest based on a violation in accordance with the provisions of this article. Should this corrective action result in a change in the recommended awardee, a new award posting will be accomplished in accordance with section 46-85, which posting shall again allow for filing of protests.
 - b. Deny the protest. If the protest is denied, the protestor has the right to request that the protest be referred to a special master for a formal protest hearing in accordance with step 2 of the protest procedures as established in subsection (c)(2) of this section.
 - c. The purchasing manager shall promptly issue a written statement of the determination, providing the reason for that determination, and providing copies to the protestor and to any other intervening party.
- (2) *Continuation of protest by protestor.*
 - a. If the protestor wishes to continue the protest after it has been denied by the purchasing manager, the protestor shall be required to request that a formal protest hearing before a special master be convened. This request shall be made in writing to the purchasing manager within two business days of issuance of the purchasing manager's determination. Such request shall state the particular grounds on which it is based and may include pertinent documents and evidence relating thereto. Any grounds not stated shall be deemed to have been waived by the protestor. This written request to convene a formal protest hearing must be accompanied by a protest bond of an amount equal to 1.0 percent of the value of the solicitation, but in no case less than \$500.00 nor greater than \$5,000.00.

This bond shall be in cash or by a U.S. Postal Service money order, certified cashier's or bank check payable to Escambia County. Failure to post such bond within two business days after the purchasing manager's determination shall result in the protest being dismissed by the purchasing manager.

- b. The bond required by this section shall be conditioned upon the payment of all costs and charges which may be adjudged against the person filing the request for a formal protest hearing. If the person protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the county prevails, the bond shall be forfeited, and the county shall be entitled to recover the costs and charges, excluding attorney's fees, of such hearing. The entire amount of the bond also shall be forfeited if the special master determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the county or other parties.

- (3) *Hearing by special master.* After referral by the purchasing manager, a special master shall hold a hearing within ten business days of the receipt of such request.

- a. At or prior to the protest proceeding, the protestor may submit such additional written or physical materials, objects, statements, affidavits, and arguments, which he deems relevant to the issues raised. In the proceeding, the protestor, its representative, or counsel, may make an oral presentation of such evidence and arguments, which may include direct and cross-examination of witnesses. Hearsay evidence shall be admissible in the proceeding, but shall not form the sole basis for the decision of the special master. At any time, the special master may also make whatever inquiries of the parties and their witnesses he deems pertinent to a determination of the protest. The judicial rules of evidence and procedure shall not apply; however, the special master shall ensure that the proceeding affords meaningful due process and fundamental fairness to the protestor at all times.

- b. At the conclusion of the parties' evidence and arguments, the special master shall announce a decision and shall prepare a written decision and recommendation, which shall be filed with the board of county commissioners within five days after the hearing. The text of the decision shall find facts and make conclusions, which conclusions shall be deductible from the facts as found by the special master. The special master shall state the facts specially and thereafter state separately a conclusion thereto. The findings of fact shall be stated in non-argumentative and neutral terms and shall be divided into short separately numbered, declarative paragraphs or sentences each of which may contain only one feature or point.
- c. The special master's decision shall include one of the following recommendations:
 - 1. If it is determined that the solicitation or award is in violation of law or the policies and procedures of the office of purchasing, the special master shall recommend that the solicitation be canceled or the award be canceled or revised, and that the protestor's bond be returned.
 - 2. If it is determined that the solicitation or award should be upheld, the special master shall recommend that the purchasing manager shall be directed to proceed with the posted award in accordance with the policies and procedures of the office of purchasing, and that the protestor's bond shall be forfeited. All costs and charges of the hearing shall be paid to the county within five business days after final action of the board of county commissioners upholding the special master's decision and recommendation. Any costs and charges not fully discharged by the amount of the protestor's bond shall be paid by the protestor. Failure to pay such costs and charges within this five-business-day period shall result in the protestor being suspended from the county's vendor list until such payment is made.

- d. After filing, the special master's decision and recommendation shall then be presented for action at the next regularly scheduled meeting of the board of county commissioners together with a recommendation of the county administrator relating to the disposition of the case. The matter shall be resolved by the board on the basis of the record before the special master and no evidence or issue which was not presented or raised at such hearing shall be considered. Presentations to the board by parties shall be limited to 30 minutes per side. The foregoing time limitation shall be inclusive of all speakers addressing the board on behalf of each side. At the conclusion of such testimony, the board shall by majority vote accept or reject the decision and recommendation of the special master. The board may also in its sole discretion refer the matter back to the special master for additional proceedings.
 - e. The determination by the board shall be the final and conclusive decision by the county regarding a bid protest under this section. However, such determination shall in no way be construed to limit the county's authority as otherwise may be provided for now or in the future by this article. Any aggrieved party within 30 days of such determination by the board may bring an action in the appellate division of the circuit court to appeal such decision.
- (d) *Stay of procurement during protests.* Notwithstanding anything contained in this division to the contrary, in the event of a timely protest, the purchasing manager shall stay the award of the contract unless the county administrator, with the advice of the county attorney and after consultation with the using department, makes a determination that the award of the contract without delay is necessary to protect substantial interests of the county government.
- (e) *Reservation of powers by the board.* Nothing in this section is intended to affect the powers of the board to settle or resolve any protest proceeding or to settle actions pending before the courts relating to any protest.

(Code 1985, § 1-14-21(4); Ord. No. 98-47, 10-27-1998)

G. Non-Responsive Proposals

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Build Firms for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

H. Waiver of Irregularities

The **Local Agency** may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on **the Local Agency's** interest and will not affect the Price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1. Any design submittals that are part of a Proposal shall be deemed preliminary only.
2. Preliminary design submittals may vary from the requirements of the Design and Construction Criteria.
3. In no event will any such elections by the **Local Agency** be deemed to be a waiving of the Design and Construction Criteria.
4. The Proposer who is selected for the Project will be required to fully

comply with the Design and Construction Criteria for the Price Bid, regardless that the Proposal may have been based on a variation from the Design and Construction Criteria.

5. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established **Local Agency** policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, use of new products, new uses for established products, etc.
6. The Proposer shall obtain any necessary permits or permit modifications not already provided.
7. Those changes to the Design Concept may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Technical Proposals in the area of innovative measures.

I. Modification or Withdrawal of Proposal

Proposers may modify or withdraw previously submitted Proposals at any time prior to the Proposal due date. Requests for modification or withdrawal of a submitted Proposal shall be in writing and shall be signed in the same manner as the Proposal. Upon receipt and acceptance of such a request, the entire Proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in sealed envelope to be opened at the same time as the Proposal provided the change is submitted prior to the Proposal due date.

J. Design/Build Contract

The **Local Agency** will enter into a Lump Sum contract with the successful Design-Build Firm. In accordance with Section V, the Design-Build Firm will provide a schedule of values to the **Local Agency** for their approval. The total of the Schedule of Values will be the lump sum contract amount.

The terms and conditions of this contract are fixed Price and fixed time. The Design-Build Firm's submitted Bid (time and cost) is to be a lump sum Bid for completing the scope of work detailed in the Request for Proposal.

IV. Disadvantaged Business Enterprise (DBE) Program.**A. DBE Availability Goal Percentage:**

The Department of Transportation has an overall eight and six tenths percent (8.6%) race-neutral DBE goal. This means that the State's goal is to spend at least 8.6% of the highway dollars with Certified DBE's as prime Design-Build Firms or as subcontractors. Race-neutral means that the **Department** believes that the 8.6% overall goal can be achieved through the normal competitive procurement process. The **Department** has reviewed this Project and assigned a DBE availability goal shown on the Bid blank/contract front page under "% DBE Availability Goal". Although not a contract requirement, the **Department** believes that this DBE percentage can realistically be achieved on this Project based on the number of DBE's associated with the different types of work that will be required.

Under 49 Code of Federal Regulations Part 26, if the 8.6% goal is not achieved, the **Department** may be required to return to a race-conscious program where goals are imposed on individual contracts. The **Department** encourages all of our Design-Build Firms to actively pursue obtaining Bids and quotes from Certified DBE's.

B. Anticipated DBE Participation Statement:

The **Department** is reporting to the Federal Highway Administration the planned commitments to use DBE's. This information is being collected through the Anticipated DBE Participation Statement. This statement shall be submitted to the **Department's** LAP Administrator or MPO Liaison Officer who will then submit it electronically to the **Department's** Equal Opportunity Office. Although these statements WILL NOT become a mandatory part of the contract, they will assist the **Department** in tracking and reporting planned or estimated DBE utilization.

C. Equal Opportunity Reporting System:

The Design-Build Firm is required to report monthly, through the **Department's** Equal Opportunity Compliance System on the Internet at, <http://www.dot.state.fl.us/equalopportunityoffice/> actual payments, minority status, and the work type of all subcontractors and suppliers. All DBE payments must be reported whether or not the prime initially planned to utilize the company. Each month the prime must report actual payments to all DBE and MBE subcontractors and suppliers. In order for the race neutral DBE Program to be successful, cooperation is imperative.

D. DBE Supportive Services Providers:

The **Department** has contracted with a consultant, referred to as DBE Supportive Services Provider, to provide managerial and Technical assistance to DBE's. This consultant is also required to work with prime Design-Build Firms, who have been awarded contracts, to assist in identifying DBE's that are available to participate on the Project. The successful Design-Build Firm should meet with the DBE Supportive Services Provider to discuss the DBE's that are available to work on this Project. The current Provider for the State of Florida is serviced by Blackmon Roberts Group and can be reached at (863) 802-1280 in Lakeland or (305) 777-0231 in Coral Gables.

E. DBE Affirmative Action Plan:

A DBE Affirmative Action Plan must be approved and on file with the Equal Opportunity Office prior to award of the contract for each prime Design-Build Firm. Update and resubmit the plan every three years. No Contract will be awarded until the **Department** approves the plan. The DBE Affirmative Action Plan must be on your company's letterhead, signed by a company official, dated and contain all elements of an effective DBE Affirmative Action Plan. These Plans should be mailed to:

Florida Department of Transportation
Equal Opportunity Office
605 Suwannee Street, MS 65
Tallahassee, FL 32399-0450

Questions concerning the DBE Affirmative Action Plan may be directed to the Equal Opportunity Office by calling (850) 414-4747.

F. Bidders Opportunity List:

The Federal DBE Program requires States to maintain a database of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that Bid on prime contracts or Bid or quote subcontracts on DOT-assisted Projects, including both DBE's and Non-DBE's.

On the Bidders Opportunity Form if the answers to numbers 2, 3, 4, or 5 are not known, leave them blank and the **Department** will complete the information. This information should be returned with the Bid package or Proposal package or submitted to the Equal Opportunity Office within three days of submission. It can be mailed to the Equal Opportunity Office or faxed to (850) 414-4879.

V. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK.**A. Governing Regulations:**

The services performed by the Design-Build Firm shall be in compliance with all applicable Manuals and Guidelines including the **Local Agency, Department**, FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the **Local Agency** at the date of advertisement of this contract with the exception of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Manual on Uniform Traffic Control Devices (MUTCD), Design Standards and Design Standards Modifications. The Design-Build Firm shall use the edition of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Design Standards and Design Standard Modifications that is in effect at the time the Bid Price Proposals are due in the **Local Agency** Office. The Design-Build Firm shall use the 2009 edition of the MUTCD. It shall be the Design-Build Firm's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this Project. The services will include preparation of all documents necessary to complete the Project as described in Section I of this document.

1. Florida Department of Transportation Roadway Plans Preparation Manuals (PPM)
<http://www.dot.state.fl.us/rddesign/PPMManual/PPM.shtm>
2. Florida Department of Transportation Design Standards
<http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>
3. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications
<http://www.dot.state.fl.us/specificationsoffice/Default.shtm>
4. Florida Department of Transportation Surveying Procedure
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/550030101.pdf>
5. Florida Department of Transportation EFB User Handbook (Electronic Field Book)
<http://www.dot.state.fl.us/surveyingandmapping/regulations.shtm>

6. Florida Department of Transportation Drainage Manual
<http://www.dot.state.fl.us/rddesign/dr/Manualsandhandbooks.shtm>
7. Florida Department of Transportation Soils and Foundations Handbook
<http://www.dot.state.fl.us/structures/Manuals/SFH.pdf>
8. Florida Department of Transportation Structures Manual
<http://www.dot.state.fl.us/structures/manlib.shtm>
9. Florida Department of Transportation Current Structures Design Bulletins
<http://www.dot.state.fl.us/structures/Memos/currentbulletins.shtm>
10. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Production Criteria Handbook
<http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/>
11. Florida Department of Transportation Production Criteria Handbook CADD Structures Standards
<http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/>
12. Instructions for Design Standards
<http://www.dot.state.fl.us/structures/IDS/IDSportal.pdf>
13. AASHTO – A Policy on Geometric Design of Highways and Streets
https://bookstore.transportation.org/item_details.aspx?ID=110
14. MUTCD - 2009
<http://mutcd.fhwa.dot.gov/>
15. Safe Mobility For Life Program Policy Statement
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/000750001.pdf>
16. Traffic Engineering and Operations Safe Mobility for Life Program
<http://www.dot.state.fl.us/trafficoperations/Operations/SafetyisGolden.shtm>
17. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/625020015.pdf>
18. Florida Department of Transportation Florida Sampling and Testing Methods
<http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/fstm/disclaimer.shtm>

19. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure
<http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>
20. Florida Department of Transportation Design Bulletins and Update Memos
<http://www.dot.state.fl.us/rddesign/updates/files/updates.shtm>
21. Florida Department of Transportation Utility Accommodation Manual
<http://www.dot.state.fl.us/rddesign/utilities/UAM.shtm>
22. AASHTO LRFD Bridge Design Specifications
https://bookstore.transportation.org/category_item.aspx?id=BR
23. Florida Department of Transportation Flexible Pavement Design Manual
<http://www.dot.state.fl.us/pavementmanagement/PUBLICATIONS.shtm>
24. Florida Department of Transportation Rigid Pavement Design Manual
<http://www.dot.state.fl.us/pavementmanagement/PUBLICATIONS.shtm>
25. Florida Department of Transportation Pavement Type Selection Manual
<http://www.dot.state.fl.us/pavementmanagement/PUBLICATIONS.shtm>
26. Florida Department of Transportation Right of Way Manual
<http://www.dot.state.fl.us/rightofway/Documents.shtm>
27. Florida Department of Transportation Traffic Engineering Manual
<http://www.dot.state.fl.us/TrafficOperations//Operations/Studies/TEM/TEM.shtm>
28. Florida Department of Transportation Intelligent Transportation System Guide Book
http://www.dot.state.fl.us/TrafficOperations/Doc_Library/Doc_Library.shtm
29. Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications
<http://www.fhwa.dot.gov/engineering/geotech/pubs/reviewguide/checklist.cfm>
30. Florida Department of Transportation Bicycle and Pedestrian Policies and Standards
http://www.dot.state.fl.us/safety/ped_bike/ped_bike_standards.shtm
31. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).
http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17

32. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways
<http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm>
33. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2
<http://www.dot.state.fl.us/emo/pubs/pdeman/pdeman1.shtm>
34. Florida Statutes
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>

B. Innovative Aspects:

All innovative aspects shall be identified separately as such in the Technical Proposal.

An innovative aspect does not include revisions to specifications, standards or established **Local Agency** policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, etc.

C. Geotechnical Services:

1. General Conditions:

The Design-Build Firm shall be responsible for identifying and performing any geotechnical investigation, analysis and design of foundations, foundation construction, foundation load and integrity testing, and inspection dictated by the Project needs in accordance with **Local Agency** guidelines, procedures and specifications. All geotechnical work necessary shall be performed in accordance with the Governing Regulations. The Design-Build Firm shall be solely responsible for all geotechnical aspects of the Project.

D. Local Agency Commitments: N/A

E. Environmental Permits:

1. Storm Water and Surface Water:

Plans shall be prepared in accordance with Chapters 373 and 403 (F.S.) and Chapters 40 and 62 (F.A.C.).

2. Permits:

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition of all applicable permits will be the responsibility of the Design-Build Firm. Preparation of complete permit packages will be the responsibility of the Design-Build Firm. As the permittee, the **Local Agency** is responsible for reviewing, approving, and signing, the permit application package including all permit modifications, or subsequent permit applications. This applies whether the project is Federal or state funded. If any agency rejects or denies the permit application, it is the Design-Build Firm's responsibility to make whatever changes necessary to ensure the permit is approved.

The Design-Build Firm will be required to pay all permit fees. Any fines levied by permitting agencies shall be the responsibility of the Design-Build Firm.

In the event that gopher tortoise burrows are found within the project limits, **Department** shall be responsible for an assessment of all potential gopher tortoise habitats that could be impacted by the Project. The habitat will be systematically surveyed according to the current guidelines published by the Florida Fish and Wildlife Conservation Commission (FWC). If gopher tortoise burrows are found, all practicable measures will be employed to avoid impacts. The **Department** shall be responsible for preparing required documentation for the **Local Agency** to obtain a FWC permit for the relocation of gopher tortoises and commensals from burrows which cannot be avoided. A copy of the permit and any subsequent reports to FWC will be provided to the **Local Agency**.

The Department will be required to pay all permit fees including any and all fees associated with the relocation of gopher tortoises. Any fines levied related to the gopher tortoises by permitting agencies shall be the responsibility of the **Department**.

However, notwithstanding anything above to the contrary, upon the Design-Build Firm's preliminary request for extension of Contract Time, pursuant to 8-7.3, being made directly to the **Local Agency** Engineer, the **Local Agency** reserves unto the **Local Agency**

Engineer, in their sole and absolute discretion, according to the parameters set forth below, the authority to make a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the Design-Build Firm in securing permits. Furthermore, as to any such impact, no modification provision will be considered by the **Local Agency** Engineer unless the Design-Build Firm clearly establishes that it has continuously from the beginning of the Project aggressively, efficiently and effectively pursued the securing of the permits including the utilization of any and all reasonably available means and methods to overcome all impacts. There shall be no right of any kind on behalf of the Design-Build Firm to challenge or otherwise seek review or appeal in any forum of any determination made by the **Local Agency** Engineer under this provision.

The Design/Build Firm will be responsible for concurrence (including a Biological Assessment and Section 7 Formal Consultation if required by the FWS and an Essential Fish Habitat Evaluation if required by the NMFS) from the US Fish and Wildlife Service (FWS), National Marine Fisheries Service (NMFS), Florida Fish and Wildlife Conservation Commission (FWC), and US Forest Service (USFS: for any project within the Apalachicola National Forest) if concurrence was not received in the NEPA document. The Design/Build Firm will be responsible specifically for any concurrence that may need design information. All coordination with these agencies shall be communicated and copied to the FDOT District 3 Environmental Management Office.

F. Railroad Coordination: N/A

G. Survey:

The Design-Build Firm shall perform all surveying and mapping services necessary to complete the Project. Survey services must also comply with all pertinent Florida Statutes and applicable rules in the Florida Administrative Code. All field survey data will be furnished to the **Local Agency** Surveyor in a **Local Agency** approved digital format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with the **Local Agency** Surveying Procedure. This work must comply with the Minimum Technical Standards for Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code (F.A.C.), pursuant to Section 472.027, Florida Statutes (F.S.) and any special instructions from the **Local Agency**. This survey also must comply with the Department of Environmental Protection Rule, Chapter 18-5, F.A.C. pursuant to Chapter

177, F.S., and the Department of Environmental Protection.

The Design/Build firm shall assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code together with pertinent federal regulations and statutes.

Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

H. Verification of Existing Conditions:

The Design-Build Firm shall be responsible for verification of existing conditions, including research of all existing **Local Agency** records and other information.

By execution of the contract, the Design-Build Firm specifically acknowledges and agrees that the Design-Build Firm is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design-Build Firm and that any information is being provided merely to assist the Design-Build Firm in completing adequate site investigations.

Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

I. Submittals:

1. Plans:

The Design-Build Firm shall provide copies of required review documents as listed below.

30% Component Plans

3 sets of 11" X 17" roadway plans
Independent Peer reviewer's comments and comment responses

60% Component Plans

3 sets of 11" X 17" roadway plans
2 copies of the Final Geotechnical Report
1 copy of the preliminary Technical Specifications
Independent Peer reviewer's comments and comment responses

90% Component Plans

3 sets of 11" X 17" roadway plans
3 copies of Final Geotechnical Report
3 sets of documentation – roadway/drainage
1 copy of Technical Special Provisions
Independent Peer reviewer's comments and comment responses

Final Component Plans

3 sets of 11" X 17" roadway plans
3 sets of final documentation
1 signed and sealed copy of Specifications Package
2 sets of electronic copies of Technical Special Provisions on CD
Independent Peer Reviewer's signed and sealed cover letter that all comments have been addressed and resolved.

Construction Set:

1 set of 11"X 17" copies of the signed and sealed plans for the **Local Agency** to stamp "Released for Construction".

Final signed and sealed plans will be delivered to the **Local**

Agency Project Manager a minimum of fifteen (15) calendar days (excluding Holidays as defined in section 1-3 of the Specifications) prior to construction of that component. Final signed and sealed plans related to Category II structures will be delivered to the **Local Agency** Project Manager a minimum of twenty (20) calendar days (excluding Holidays as defined in section 1-3 of the Specifications) prior to construction of that component. The **Local Agency** Project Manager will send a copy of a final signed and sealed plans to the appropriate office for review and comment. Once all comments have been satisfactorily resolved as determined by the **Local Agency**, the **Local Agency** Project Manager will initial, date and stamp each submittal as "Released for Construction". Only signed and sealed plans which are stamped "Released for Construction" by the **Local Agency** Project Manager are valid and all work that the Design-Build Firm performs in advance of the **Local Agency** release of Plans will be at the Design-Build Firm's risk.

Record Set:

The Design-Build Firm shall furnish to the **Local Agency**, upon Project completion, the following:

- 1 set of 11" X 17" signed and sealed plans
- 2 sets of 11 "X 17" copies of the signed and sealed plans
- 1 set of final documentation (if different from final component submittal)
- 2 copies of the final documentation (if different from the final component submittal)
- 2 (two) Final Project CD's

The Design-Build Firm's Professional Engineer in responsible charge of the Project's design shall professionally endorse (signed and sealed and certified) the record prints, the special provisions and all reference and support documents. The professional endorsement shall be performed in accordance with the **Department** Plans Preparation Manual.

The Design-Build Firm shall complete the record set as the Project is being constructed. The record set becomes the as-builts at the end of the Project. All changes shall be signed/sealed by the EOR. The record set shall reflect all changes initiated by the Design-Build Firm or the **Local Agency** in the form of revisions. The record set shall be submitted on a Final Project CD upon Project completion.

The CEI shall perform a review of the record set prior to final acceptance in order to complete the record set.

2. Milestones: N/A**3. Railroad Coordination: N/A****J. Contract Duration:**

The Design-Build Firm shall establish the contract duration for the subject Project. In no event shall the contract duration exceed **365** calendar days. The schedule supporting the proposed contract duration will be submitted with the Technical and Price Proposal and should identify if the work activity durations are based on calendar days or working days. The official Proposed Contract Time will be the one submitted with the Technical and Price Proposal.

K. Project Schedule:

The Design-Build Firm shall submit a Project schedule, in accordance with Subarticle 8-3.2 (Design-Build Division I Specifications), which supports the established contract duration submitted as part of the Proposal. The Design-Build Firm's schedule should allow for a fifteen (15) calendar days (excluding weekends and **Local Agency** observed Holidays) review time for **Local Agency** review of all submittals with the exception of Category II structures. The review of Category II structures requires **Department** involvement and the schedule shall allow twenty (20) calendar days (excluding weekends and **Department** observed Holidays) for these reviews.

The minimum number of activities shall be those listed in the payout schedule and those listed below:

- Anticipated Award Date
- Design Submittals
- Design Survey
- Design Reviews by the **Local Agency** and **Department**
- Design Review / Acceptance Milestones
- Geotechnical Investigation
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Embankment/Excavation
- Environmental Permit Acquisition
- Walls Design
- Walls Construction
- Roadway Design

- Roadway Construction
- Signing and Pavement Marking Design
- Signing and Pavement Marking Construction
- Maintenance of Traffic Design
- Permit Submittals
- Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- Holidays and Special Events (shown as non-work days)
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

L. Key Personnel/Staffing:

The Design-Build Firm's work shall be performed and directed by key personnel identified in the Technical Proposal by the Design-Build Firm. Any changes in the indicated personnel shall be subject to review and approval by the **Local Agency** Project Manager. The Design-Build Firm shall have available a professional staff that meets the minimum training and experience set forth in Florida Statute Chapter 455.

M. Meetings and Progress Reporting:

The Design-Build Firm shall anticipate periodic meetings with **Local Agency** personnel and other agencies as required for resolution of design and/or construction issues. These meetings may include:

- **Local Agency** Technical issue resolution
- Permit agency coordination
- Local government agency coordination
- Scoping Meetings

During design, the Design-Build Firm shall meet with the **Local Agency** Project Manager on a monthly basis and provide a month look ahead of the activities to be completed during the upcoming month.

During construction, the Design-Build Firm shall meet with the **Local Agency** Project Manager on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week.

The Design-Build Firm shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

N. Public Involvement: N/A**O. Quality Management Plan (QMP):****1. Design:**

The Design/Build Firm shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, geotechnical and other services furnished by the Design/Build Firm under this contract.

The Design/Build Firm shall provide a Design Quality Management Plan, which describes the Quality Control (QC) procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. In addition the QMP shall establish a Quality Assurance (QA) program to confirm that the Quality Control procedures are followed. The Design/Build Firm shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The QMP may be one utilized by the Design/Build Firm, as part of their normal operation or it may be one specifically designed for this project. The Design/Build Firm shall submit a QMP within 15 working days of the written Notice to Proceed. A marked up set of prints from the Quality Control review will be sent in with **the 90%** review submittal. The responsible Professional Engineers or Professional Surveyor that performed the Quality Control review, as well as the QA manager will sign a statement certifying that the review was conducted.

The Design/Build Firm shall, without additional compensation, correct all errors or deficiencies in the surveys, designs, drawings, specifications and/or other services.

No fabrication, casting, or construction will occur until all related design review and shop drawing review comments are resolved.

2. Construction:

The Design/Build Firm shall be responsible for developing and maintaining a Construction Quality Control Plan in accordance with Section 105 of Standard Specifications which describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials.

The **Local Agency** shall maintain its rights to inspect construction

activities and request any documentation from the Design/Build Firm to ensure quality products and services are being provided in accordance with the Department's Materials Acceptance Program.

P. Schedule of Values:

The Design-Build Firm will be responsible for invoicing the **Local Agency** based on current invoicing policy and procedure. Invoicing will be based on the completion or percentage of completion of major, well-defined tasks as defined in the schedule of values. Final payment will be made upon final acceptance by the **Local Agency** of the Design-Build Project. Tracking DBE participation will be required under normal procedures. The Design-Build Firm must submit the schedule of values to the **Local Agency** for approval. No invoices shall be submitted prior to **Local Agency** approval of the schedule of values.

Upon receipt of the invoice, the **Local Agency's** Project Manager will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

Q. Computer Automation:

The Local Agency requires CADD documents in AutoCad 2011 Format.

R. Construction Engineering and Inspection:

The **Local Agency** is responsible for providing Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.

The Design-Build Firm is subject to the **Local Agency's** Independent Assurance (IA) Procedures.

S. Testing:

The **Local Agency** or its representative will perform verification and resolution testing services in accordance with the latest Specifications. On all Federal Aid Projects, the **Local Agency** or its representative shall perform verification sampling and testing on site as well as off site locations such as pre-stress plants, batch plants, structural steel and weld, fabrication plants, etc.

County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor

shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

T. Value Added: N/A

U. Adjoining Construction Projects:

The Design-Build Firm shall be responsible for coordinating construction activities with other construction Projects that are impacted by or impact this Project. This includes Projects under the jurisdiction of local governments, the **Local Agency**, or other regional and state agencies.

V. Use of Local Agency Owned Right of Way

Use of **Local Agency** owned Right of Way by the Design-Build Firm for the purpose of equipment or material storage, lay-down facilities, pre-cast

material fabrication sites, batch plants for the production of asphalt, concrete or other construction related materials, etc. shall require advance approval by the **Local Agency**. Use of **Local Agency** owned Right of Way by the Design-Build Firm for these purposes is expressly limited to the Project(s) referenced in this RFP.

W. Design Issue Escalation:

The Department has established the issue escalation process for design questions and conflict resolution that the Design/Build Firm shall follow unless revised by the Partnering agreement. All issues are to be directed to the Department Project Manager. If the issue cannot be resolved at this level the Department Project Manager shall forward the issue to the next level in the process. The escalation process begins with the District Design Engineer, followed by the Director of Transportation Operations, and finally to the District Secretary. Each level shall have a maximum of three working days to answer, resolve or address the issue. This three day window is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The Department Project Manager will respond in a timely manner but not to exceed three working days. The Design/Build Firm shall provide any available supporting documentation.

The Design/Build Firm shall provide a similar issue escalation process for his organization with personnel of similar levels of responsibility.

X. Construction Clarification, Conflict Resolution, and Issue Escalation:

In the event that construction problems occur, the resolution of those problems will be processed in one of the following two ways unless revised by a Partnering agreement:

- If the resolution does not change the original intent of the technical proposal/RFP, then the Design/Build Firm Engineer of Record (EOR) will be responsible for developing the design solution to the construction problem and the **Local Agency** will be responsible for review and response within 10 working days. The **Local Agency** will either concur with the proposed solution or, if the **Local Agency** has concerns, the issue will be escalated as described in the process below.
- If the resolution does alter the original intent of the technical proposal/RFP then the EOR will develop the proposed solution, copy in the **Local Agency**, and send it to the **Local Agency** for review and response through the **County Engineer**. The **Public Works Bureau/Engineering Division** will respond to the proposed solution

within ten working days. The **Public Works Bureau/Engineering Division** will either concur with the proposed solution or, if the **Local Agency** has concerns, the issue will be escalated as described in the process below. Changes to the original intent of the technical proposal/RFP will require a contract change order and FHWA approval.

The Design/Build Firm shall provide a similar chain of command for his organization with personnel of similar levels of responsibility.

VI. Design and Construction Criteria.

A. General:

The Design-Build Firm shall be responsible for: detailed plan checking as outlined in the Plans Preparation Manual (PPM); as described in the RFP; and the Design and Construction criteria package. This includes a checklist of the items listed in the PPM for each completed phase submittal. Bridge submittals may be broken into foundation, substructure, superstructure, approach spans and main channel spans. Roadway submittals may be broken down into grading, drainage, walls, ITS, signing & pavement marking, signalization, landscaping and final geometry components. The component design must be in conformity with the Design and Construction Criteria requirements, approved preliminary layout and concept as provided in the Technical Proposal.

Before construction activities can begin for a specific component, signed and sealed design plans and calculations supporting the design for that component must be reviewed by the **Local Agency**. Component submittals shall be complete submittals along with all the supporting information necessary for review. The work must represent logical work activities and must show impacts on subsequent work on this Project. Any modification to the component construction due to subsequent design changes as the result of design development is solely the Design-Build Firm's risk. Upon review by the **Local Agency**, the plans will be stamped "Released for Construction" and initialed and dated by the reviewer. Any construction initiated by the Design-Build Firm prior to receiving signed and sealed plans stamped "Released for Construction" shall be at the sole risk of the Design-Build Firm.

All design and construction documents shall be prepared using the English system.

B. Geotechnical Services

Driven Pile Foundations for Bridges and Major Structures N/A

**Drilled Shaft Foundations for Bridges and Miscellaneous Structures
N/A****Spread Footings Foundations N/A****Auger Cast Piles for Sound Barrier Walls N/A**

The Design/Build Firm will be responsible for identifying and performing any geotechnical investigation, analysis, and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.

The Design/Build Firm shall provide the **Local Agency** signed and sealed design and construction reports. The reports shall be a record set of all geotechnical information, including relevant support data.

C. Utility Coordination

The Design/Build Firm will be responsible for all utility coordination for the project. All anticipated impacts must be coordinated early on the design process to minimize the number and severity of conflicts.

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service

interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

D. Roadway Plans:

General:

The Design-Build Firm shall prepare the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

Design Analysis:

The Design-Build Firm shall develop and submit a signed and sealed Typical Section Package, Pavement Design Package and Drainage Analysis Report for review and concurrence by the **Local Agency** and FHWA on Federal Aid Oversight Projects. These packages shall include the following:

1. Typical Section Package:

- Transmittal letter
- Location Map
- Roadway Typical Section(s)
 - a) Slopes requirements
 - b) Sidewalk Placement
 - c) Right-of-Way
 - d) Ditches
 - e) Drainage Improvements
- Data Sheet
- Design Speed

2. Pavement Design Package: N/A

3. Drainage Analysis:

E. Geometric:

The Design/Build Firm shall design the geometric for the Project using the design standards that are most appropriate with proper consideration

given to the design traffic volumes, adjacent land use, design consistency, aesthetics, ADA requirements, and this document.

The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, median widths, cross slopes, borders, sight distance, side slopes, front slopes and ditches. The geometric design developed by the Design-Build Firm shall be an engineering solution that is not merely an adherence to the minimum AASHTO and/or **Department** standards.

F. Design Documentation, Computations and Quantities:

The Design-Build Firm shall submit to the **Local Agency** design notes and computations to document the design conclusions reached during the development of the construction plans.

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". The data shall be in a hard-back folder for submittal to the **Local Agency**. At the Project completion, a final set of design notes and computations, signed by the Design-Build Firm, shall be submitted with the record set of plans and tracings.

The design notes and calculations shall include, but not be limited to the following data:

- Design standards used for the Project
- Geometric design calculations for horizontal alignments
- Vertical geometry calculations
- Documentation of decisions reached resulting from meetings, telephone conversations or site visits
- Final quantities list

G. Structure Plans: N/A

H. Specifications:

Escambia County Technical Standard Specifications (Latest Edition)

I. Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall be submitted to the **Local Agency** and shall bear the stamp and signature of the Design-Build Firm's Engineer of Record (EOR), and Specialty Engineer as appropriate. The **Local Agency** shall review the Shop Drawing(s) to evaluate

compliance with Project requirements and provide any findings to the Design-Build Firm. The **Local Agency** procedural review of shop drawings is to assure that the Design-Build Firm's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The **Local Agency** review is not meant to be a complete and detailed review. Upon review of the shop drawing, the **Local Agency** will stamp "Released for Construction" or "Released for Construction as noted" and initialed and dated by the reviewer.

Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.

J. Sequence of Construction:

The Design-Build Firm shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
2. Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
4. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access right-of-way where direct access is not permitted.
5. Proper coordination with adjacent construction Projects and maintaining agencies.

K. Stormwater Pollution Prevention Plans (SWPPP)

The Design-Build Firm shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design-Build Firm shall refer to the PPM and Florida Department of Environmental Protection (FDEP) Rule 62-621.300(4)(a) for information in regard to the SWPPP. This SWPPP shall be submitted along with the Design-Build Firm's Certification (FDEP Form 62-621.300(4)(b) **NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES**) at least 15 calendar days (excluding Holidays as defined in Section 1-3 of the Specifications) prior to beginning construction activities. The Design/Build firm shall utilize the FDOT

Design Standards as appropriate for proper erosion control during construction.

L. Temporary Traffic Control Plan:

1. Traffic Control Analysis: N/A

2. Temporary Traffic Control Plans:

The Design-Build Firm shall utilize Index Series 600 of the **Department's** Design Standards where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design-Build Firm shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), traffic control plan sheet(s).

The Design-Build Firm shall prepare additional plan sheets such as cross sections, profiles, drainage structures, retaining wall details, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

3. Traffic Control Restrictions:

There will be NO LANE CLOSURES ALLOWED between the hours of **7:00 A.M. to 9 A.M. and 1:30 P.M. to 3:30 P.M.** A lane may only be closed during active work periods. Rolling barricades will be allowed during the approved lane closure hours. All lane closures, including ramp closures, must be reported to the local emergency agencies, the media and the **Local Agency** Public Information Officer. Also, the Design-Build Firm shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency or if the lane closure causes a driver delay greater than 20 minutes.

NO LANE CLOSURES are allowed on the Project during the times shown below so as to minimize potential impacts to the following events:

M. Environmental Services/Permits/Mitigation:

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that are permissible. The Design-Build Firm will be responsible for any required permit fees. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity. Delays due to incomplete permit

packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design-Build Firm, and will not be considered sufficient reason for time extension.

As the permittee, the **Local Agency** is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications.

If, as a result of design changes proposed by the Design-Build Firm, additional environmental mitigation is required, it shall be the responsibility of the Design-Build Firm to pay for the mitigation.

In the event that gopher tortoise burrows are found within the project limits, the **Department** shall be responsible for an assessment of all potential gopher tortoise habitats that could be impacted by the Project. The **Local Agency** must verify the completeness and accuracy of the assessment. The habitat will be systematically surveyed according to the current guidelines published by the Florida Fish and Wildlife Conservation Commission (FWC). If gopher tortoise burrows are found, all practicable measures will be employed to avoid impacts. The **Department** shall be responsible for preparing required documentation for the **Local Agency** to obtain a FWC permit for the relocation of gopher tortoises and commensals from burrows which cannot be avoided. A copy of the permit and any subsequent reports to FWC must be provided to the **Local Agency**.

The Department will be required to pay all permit fees including any and all fees associated with the relocation of gopher tortoises. Any fines levied by permitting agencies shall be the responsibility of the Department.

The Design/Build Firm will be responsible for concurrence (including Section 7 Formal Consultation) from FWS, NMFS, FWC, and USFS (for any project within the ANF) if concurrence was not received in the NEPA document. The Design/Build Firms will be responsible specifically for any concurrence that may need design information.

If the Design/Build Firm encounters or exposes any abnormal condition indicating the presence of a hazardous or toxic waste, or contaminants, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate hazardous or toxic wastes or contaminants and must be treated with extreme caution. Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site

and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Provisions shall meet all applicable laws, rules or regulations covering hazardous conditions and will be in a manner commensurate with the gravity of the conditions. The Engineer will notify the **Local Agency** to determine appropriate actions that need to be taken.

N. Signing and Pavement Marking Plans:

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with **Local Agency** criteria.

O. Lighting Plans:

The Design-Build Firm shall prepare lighting plans in accordance with **Local Agency** criteria.

I. Technical Proposal Requirements.

A. General:

Each Design/Build Firm being considered for this project is required to submit a Technical Proposal ***with the Bid Price Proposal***. The proposal shall include sufficient information to enable the **Local Agency** to evaluate the capability of the Design/Build Firm to provide the desired services. The data shall be significant to the project and shall be innovative, when appropriate, and practical. Discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

B. Submittal Requirements:

The Technical Proposal shall be bound with tabs labeled Section 1 through Section 9 (Note: Section 4: Innovative Aspects – N/A) with the information, paper size and page limitation requirements as listed below:

One (1) original with manual signature and five (5) copies of the "Written Technical Proposal" must also be submitted ***with One (1) original of the Bid Price Proposal***

Section 1: Written Technical Proposal

- Paper size: 8½" x 11", additional larger charts and graphs may be provided if folded neatly to 8½" x 11"
- Maximum allowed pages: **15**

The minimum information to be included:

- **Approach and Understanding of the Project:**

The Design/Build Firm shall present a comprehensive plan for completing the specified work. The plan should address all significant design and construction issues and constraints and should demonstrate efficient use of manpower, materials, equipment, construction schemes, and techniques for completing the project.

- **Staffing Plan:**

The Design/Build Firm shall submit a staffing plan, which clearly illustrates the key elements of the organizational structure, proposed to accomplish the management, technical, construction and administrative services required. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be discussed. The **Local Agency** must approve any changes to the Project Management and Key Personnel. Other items to be included in the discussion of the staffing plan are:

1. Man-loading requirements (both quality and quantity) for all technical services.
2. Man-loading capabilities of all team firms.
3. Man-loading availability for the project.

- **Responsible Office:**

Design/Build Firms being considered for this project may have more than one office location. The office assigned responsibility for the work shall be identified in the Technical Proposal. If different elements of the work will be done at different locations, those locations shall be listed.

- **Other Appropriate Data:**

Other data demonstrating the ability of the Design/Build Firm to provide the desired services may be included in the Technical Proposal.

- **Coordination:**

During the performance of the services, coordination must be maintained with the **Local Agency** and/or other agencies. A suggested method for assuring proper coordination shall be addressed in the Technical Proposal.

- A summary of Quality Management: The actual plan will be provided in Section five (5) below.
- A summary of the project schedule: The full schedule will be provided in Section three (3) below.

Section 2: Resumes of Key Project Personnel

- Paper size: 8½" x 11"
- Maximum allowed pages: Each **Resume** is limited to one (1) page per person.
- The minimum information to be included: experience directly relevant to this project.

Section 3: Proposed Schedule

- Paper size: 8½" x 11" or larger if folded neatly to 8½" x 11"
- Maximum allowed pages: **2**
- The minimum information to be included in the summary CPM schedule of anticipated major milestones and their associated phasing as follows:

Anticipated Award Date
Design Schedule
Design Reviews by the **Local Agency**
Geotechnical Investigations – **if applicable**
Permitting
Start of Construction
Construction Milestones
Construction Phasing and major MOT shifts
Utility Relocations – **if applicable**
Structure Completion Date
Final Completion Date for all Work

Section 4: Innovative Aspects – **N/A**

Section 5: Quality Management Plan

- Paper size: 8½" x 11"
- Maximum allowed pages: **5**
- The minimum information to be included shall be in accordance with Section V. Project Requirements and Provisions for Work, Subsection N. Quality Management Plan (QMP).

Section 6: Design/Build Firm Contractor Guaranteed/Value Added – **N/A**

Section 7: Design Support Documents

- Paper size: 8½" x 11"
- Maximum allowed pages: **10**

- The minimum information to be included is as follows:

The minimum information to be included shall be in accordance with Section VI. Design and Construction Criteria, Subsection F. Design Documentation, Computations and Quantities.

Section 8: Preliminary Plans

- Paper size: 11" x 17"
- Maximum allowed pages: **20**

The minimum information to be included in the preliminary design requirements is as follows

Roadway

- Project Limits
- Horizontal alignment
- Major topographic features
- Proposed vertical profile
- Survey controls and bench marks
- Stationing along Horizontal alignment
- Connections to existing roadway
- Utility provisions
- Maintenance of traffic provisions
- Roadway Typical Section
- Preliminary specifications package
- Technical Special Provisions

Structures – If applicable

- General Notes
- Plan and elevation
- Basic material properties (concrete strengths, classifications)
- ***Typical section of retaining wall***
- Proposed means and methods of construction
- Technical special provisions
- Variations and documentation

Section 9: Specifications

- Paper size: 8½" x 11"
- The minimum information to be included shall be in accordance with section VI. Design and Construction Criteria, Subsection H. Specifications

C. Evaluation Criteria:

The **Local Agency** shall open all bids received at a public bid opening on the date found in Section II of this document. The **Local Agency** Technical Review Committee will review the Technical Proposal of the lowest bidder. The Technical Review Committee will then establish if the Technical Proposal is responsive or non-responsive based on the criteria described in this document. If the proposal is responsive, that Design/Build Firm will be awarded the project. If the proposal is found to be non-responsive, the **Local Agency** Technical Review Committee will review the Technical Proposal of the next lowest bidder and establish if the Technical Proposal is responsive or non-responsive based on the criteria described in this RFP and so on.

D. Final Selection Process:

The Project shall be awarded to the responsive bidder with the lowest price proposal.

II. BID PROPOSAL REQUIREMENTS.**A. Bid Price Proposal:**

Bid Price Proposals shall be submitted on the **Bid Proposal form** attached hereto and shall include one lump sum price for the Project and the number of calendar days within which the Proposer will complete the project. The lump sum price shall include all costs for all design, geotechnical surveys, engineering services, Design/Build Firms quality plan, construction of that portion of the Project, and all other work necessary to fully and timely complete that portion of the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that portion of the Project will be full, complete, and final compensation for the work required to complete that portion of the Project. The Price Proposal shall be hand delivered in a separate sealed package to the following:

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, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 12-13.051, Design/Build Myrtle Grove Sidewalks and Drainage, 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 package shall indicate clearly that it is the price proposal and shall identify clearly the proposer's name, and project description. The bid price proposal shall be secured and unopened until the date specified for opening of price proposals.

Federal Provisions to be included in Local Agency Contracts:

TERMS FOR FEDERAL-AID CONTRACTS

The following terms apply to all contracts in which it is indicated in the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Agency, Florida Department of

Exhibit "Q"

Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Agency to enter into such litigation to protect the interests of the Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other

Exhibit "Q"

political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Agency in compliance with 2 CFR, Part 180, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Agency and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Employment Eligibility Verification

The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Consultant during the term of the Contract to perform employment duties within Florida and all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the Contract.



Board of County Commissioners • Escambia County, Florida

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

Financial Management No. 433769-1-58-01

Federal-Aid Project No. SRTS-311-A

General Paving and Drainage

Technical Specifications

GENERAL EXCEPTIONS: Any reference to *FDOT Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.



County Engineer
Joy D. Blackmon, P.E.

Revision 5
Revision Date: 06/30/11

Effective Date: 10/01/11

Exhibit "Q"

INDEX TO GENERAL PAVING AND DRAINAGE
TECHNICAL SPECIFICATIONS

Section	Title
01300	SUBMITTALS
02230	CLEARING & GRUBBING
02300	EARTHWORK
02320	UNDERDRAIN AND EXFILTRATION TRENCH
02340	RIPRAP
02400	GRADED AGGREGATE BASE
02410	RECYCLED CONCRETE AGGREGATE BASE (CRUSHED CONCRETE)
02440	SUPERPAVE ASPHALT BASE
02460	SAND CLAY BASE
02500	SUPERPAVE ASPHALT CONCRETE
02510	ASPHALT RUBBER MEMBRANE INTERLAYER (ARMI)
02580	HOT IN-PLACE RECLAIMED ASPHALT AND RESURFACING
02600	STORMWATER SYSTEM
02800	FENCING
02900	GRASSING
03300	PORTLAND CEMENT CONCRETE
03350	PERVIOUS CONCRETE PAVING
04000	TRAFFIC CONTROL SIGNS
04020	POST MOUNTED STREET NAME SIGNS
04030	SPAN MOUNTED SIGNS
04040	PAVEMENT MARKINGS
04060	MAINTENANCE OF TRAFFIC
04090	CONSTRUCTION OF TRAFFIC SIGNALS

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and General and Supplemental Provisions of the Contract, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including, but not limited to the following:

1. Submittal procedures
2. Contractor's construction schedule
3. Daily construction reports
4. Shop drawings
5. Product data
6. Samples
7. Quality assurance submittals
8. Licenses
9. Pictures, video of pre-construction conditions

B. Administrative Submittals: Refer to other Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits
2. Applications for Payment
3. Performance and payment bonds
4. Insurance certificates
5. List of subcontractors
6. Licenses

1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, CEI firm, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the

need to review submittals concurrently for coordination. The Engineer, County and/or CEI reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

3. Processing: To avoid the need to delay construction as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals. Allow 2 weeks for initial review. Allow additional time if the Engineer, County, or CEI must delay processing to permit coordination with subsequent submittals.
 - a. If an intermediate submittal is necessary, process the same as the initial submittal.
 - b. Allow 2 weeks for reprocessing each submittal.
 - c. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Engineer.
 - d. Name and address of the Contractor.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Two copies of each submittal (one hard copy and one digital) shall be transmitted. Transmit each submittal from the Contractor to the Engineer, (copy County) using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor. Submittals must be approved by Contractor prior to review by Engineer, County, or CEI. On the transmittal, record relevant information and requests for data. On the form or on a separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that the information complies with Contract Document requirements on each submittal.

1.4 CONSTRUCTION SCHEDULE/DOCUMENTATION

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 10 days of the issuance of the Notice to Proceed. The contractor shall submit an updated schedule once per month minimum, showing any schedule changes. This may be requested up to three times per month, as necessary, by County. Include dates of shop drawing submittals.
- B. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.
- C. Pre-Construction Site Conditions Photos/Video: Contractor shall submit a DVD of photos and video of the site conditions prior to the performance of any work.
- D. Licenses: All required licenses to perform work shall be submitted prior to the commencement of construction.

1.5 DAILY CONSTRUCTION REPORTS

Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the Engineer, County, and/or CEI at weekly intervals including, but not limited to:

- 1. Work performed.
- 2. Approximate count of personnel at the site.
- 3. Count and type of major equipment at the site.
- 4. High and low temperatures, general weather conditions, including daily rainfall amount from gauge installed on site jointly recorded by contractor and county representative.
- 5. Accidents and unusual events.
- 6. Meetings and significant decisions.
- 7. Stoppages, delays, shortages, and losses.
- 8. Emergency procedures.
- 9. Orders and requests of governing authorities.
- 10. Change Orders received, implemented.
- 11. Material Expenditures.

1.6 SHOP DRAWINGS

- A. Submit shop drawings for structures unless FDOT approved structures are used.

B. Shop Drawings – Including, but not limited to the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.
3. Compliance with specified standards.

1.7 PRODUCT DATA

Product Data - Include the following information:

1. Manufacturer's printed recommendations.
2. Compliance with trade association standards.
3. Compliance with recognized testing agency standards.
4. Application of testing agency labels and seals.

1.8 SAMPLES

Submit samples as specified in the technical specifications.

1.9 QUALITY CONTROL / QUALITY ASSURANCE SUBMITTALS

- A. Submit the QC Plan to the Engineer and County/CEI for approval within 21 calendar days after the Notice to Proceed. The Engineer and/or County/CEI will review the QC Plan and respond to the Contractor within 21 calendar days of receipt.

If at any time the Contractor is not in compliance with the approved QC Plan, or a part thereof, affected portions of the plan will be disapproved. The contractor shall cease work in the affected operation(s) and submit a revision to the Engineer and County/CEI. If the QC Plan, or a part thereof, must be revised, submit the revision to the Engineer and County/CEI. The Engineer and/or County/CEI will review the revision and respond within seven calendar days of receipt.

Continue to work on operations that are still in compliance with the approved sections of the QC Plan.

- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit to the County/CEI and Engineer a certification from the manufacturer certifying compliance with specified requirements.
- C. Inspection and Test Reports: Requirements for specific testing are included in the technical specifications.
1. Submit to the Engineer and County/CEI: Two (2) copies (one hard copy and one digital) of the inspection and test reports from a

qualified, independent, geotechnical engineering testing agency, under the direction of a Professional Engineer, licensed in the State of Florida.

2. All testing required by the specifications and/or the engineer, County, or CEI shall be at the contractors expense (addition tests and/or cores may be required at the engineers and/or County/CEI's direction).
3. No additional work within/upon the tested area shall proceed until submitted test results confirm compliance with specification requirements.
4. Areas where submitted test results indicate non-compliance shall be removed, replaced, and retested. Extents of area out of compliance shall be determined by testing at 25' increments, in each direction within the construction area, until passing results are achieved.
5. Variations from testing requirements and frequency of testing may be authorized by County/CEI and will be documented in writing.

1.10 ENGINEER'S ACTION

Except for submittals for the record or information, where action and return is required, the Engineer/CEI will review each submittal, mark to indicate action taken, return to contractor and copy County within the timeframe allotted herein. Compliance with specified characteristics is the Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 02230 - CLEARING & GRUBBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions shall apply to this Section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction* (FDOT Specs), *Section 110, Latest Edition*. Work shall comply with requirements of FDOT Specs as modified herein.
- C. Emerald Coast Utility Authority (ECUA) *Engineering Manual, Latest Edition*.
- D. GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

1.2 SUMMARY

- A. This Section includes, but is not limited to, the following:
 - 1. Protection of existing trees indicated to remain.
 - 2. Removal of trees and other vegetation.
 - 3. Clearing and grubbing.
 - 4. Removing above-grade improvements.
 - 5. Removing below-grade improvements.
- B. Extent of clearing & grubbing shall remain in County right-of-way, easements (temporary or permanent), or approved written work agreement areas, unless otherwise noted or instructed.

1.3 PROJECT CONDITIONS

Provide protection for all public land corners and monuments within the limits of construction. Any Monuments disturbed while performing the work will be replaced at the contractor's expense.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SITE CLEARING

- A. General: Remove trees, shrubs, grass, and other vegetation, improvements, or obstructions, as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site disposal of stumps and roots.

Carefully and cleanly cut minor roots and branches of trees indicated to remain in a manner where such roots and branches obstruct installation of new construction.

- B. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation, except for those indicated to remain.
1. Completely remove all stumps within the roadway. Remove roots and other debris to a depth of 12" below the ground surface or finished grade, whichever is lower.
 2. Use only hand methods for grubbing inside drip line of trees Indicated to remain.
 3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated in accordance with Section 2300.
- C. Removal of Improvements: Remove existing above grade and below grade improvements as indicated and as necessary to facilitate new construction, and other work as indicated.

3.2 DISPOSAL OF WASTE MATERIALS

- A. Burning: Burning is not permitted on County property. Requests to burn will be considered on a case by case basis. If approved, Contractor is to acquire permits and provide copies to the Engineer and County/CEI.
- B. Removal from County Property: Remove waste materials and unsuitable or excess topsoil from County property, and dispose of off site in a legal manner.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Lump Sum Payment: When direct payment is provided in the Contract for the quantity to be paid for as the lump sum quantity cleared and grubbed, no additional measurements will be made.
- B. Payment By The Acre/Square Yard: For areas of Clearing and Grubbing that are designated to be paid for separately by the acre or square yard, the quantity to be paid for will be determined by measurement of the areas shown on the plans or authorized by the Engineer and/or County/CEI to be cleared and grubbed, and acceptably completed.

4.2 BASIS OF PAYMENT

- A. General: Price and payment will be full compensation for all Clearing and Grubbing required for the roadway right-of-way and for lateral ditches, channel changes, or other outfall areas, and any other Clearing and Grubbing indicated, or required for the construction of the entire project, except for any areas designated to be paid for separately or to be specifically included in the costs of other work under the contract. Price and payment, either lump sum or by the acre/square yard will be full compensation for all the work specified in this Section, including all necessary hauling, furnishing equipment, equipment operation, furnishing any areas required for disposal of debris, leveling of terrain and the landscaping work of trimming, etc., as specified herein.
- B. Lump Sum Payment: Payment shall be made at the lump sum contract price for Clearing and Grubbing, lump sum.
- C. Payment Per Acre/Square Yard: Payment shall be made at the per unit contract price for Clearing and Grubbing, per acre/square yard.

END OF SECTION 02230

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction* (FDOT Specs), *Section 120, Latest Edition*. Work shall comply with requirements of FDOT Specs as modified herein.
- C. GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 SUMMARY

- A. This Section includes preparing and grading for pavement, curb, subgrades, drainage features, and general site work.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - 1. Section 2230 "Clearing & Grubbing" for clearing, grubbing, and tree protection.
 - 2. Section 2600 "Stormwater System" for installation of stormwater systems.

1.3 DEFINITIONS

- A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.
- B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, base, drainage fill, or topsoil materials.
- C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from on-site excavations.
- D. Subbase Course: The layer placed between the subgrade and base course in a paving system.

- E. Base Course: The layer placed immediately beneath the surface pavement in a paving system.
- F. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the Engineer and County CEI. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at the Contractor's expense.
- G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.
- H. Utilities include on-site above ground utilities, overhead utilities and underground utilities including: pipes, conduits, ducts, and cables, as well as related appurtenances and underground services within building lines.
- I. Unsuitable Material: Any material such as muck, wood, rock, peat, garbage, non-compactable soils in dry condition, and any other material that is considered unsuitable by the County Project Coordinator/CEI shall be considered unsuitable.
- J. Topsoil: Topsoil is defined as the surface layer of soil found normally to a depth of at least 4 to 8 inches that typically contains organic materials. Satisfactory topsoil is reasonably free of roots, clay lumps, stones, other objects over 2 inches in diameter, and any other objectionable or deleterious material.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Section 1300, "Submittals."
- B. Product Data and Samples of the following:
 - 1. 1-lb representative samples of each proposed fill and backfill soil material from borrow sources as selected by the Engineer and/or County.
 - 2. 12-by-12-inch sample of filter fabric.
 - 3. Representative samples of the proposed base and sub-base materials.
- C. Test Reports: In addition to test reports required under field quality control, submit the original directly to the County/CEI from the testing services, with a copy to the Contractor and County:

1. Laboratory analysis as specified in 1.1 (Related Documents) of each soil material proposed for fill and backfill from borrow sources.
2. One optimum moisture-maximum density curve for each soil material.
3. Report of actual unconfined compressive strength and/or results of bearing tests of each stratum tested.

1.5 QUALITY CONTROL / QUALITY ASSURANCE

- A. Codes and Standards: Perform earthwork complying with all requirements of authorities having jurisdiction. All material and construction methods shall be in accordance with the *Standard Specifications for Road and Bridge Construction, State of Florida, Department of Transportation*, Latest Edition.
- B. Testing and Inspection Service: A qualified independent geotechnical engineering testing agency, under the direction of a Professional Engineer, licensed in the State of Florida to classify, perform soil tests, and provide inspection services for quality control. All proposed borrow soils will require the testing agency to verify that soils comply with specified requirements and to perform required field and laboratory testing. Contractor shall replace materials removed for testing purposes. Should any work or materials fail to meet the requirements set forth in the plans and specifications, contractor shall reimburse for additional and re-testing.

1.6 PROJECT CONDITIONS

- A. Site Information: Data in the subsurface investigation Report, if available, is used for the basis of the design and is available to the contractor for information only. Conditions are not intended as representations or Warranties of accuracy or continuity between soil borings. The Engineer and/or County/CEI will not be responsible for interpretations or conclusions drawn from this data by the Contractor.
- B. Existing Utilities: After location of utilities by the appropriate utility company, it is the Contractor's responsibility to protect all such utility lines, including service lines and appurtenances, and to replace at his own expense any that may be damaged by the Contractor's equipment or forces during construction of the Project.
 1. Provide a minimum of 48-hours notice to the Engineer and County/CEI and receive written notice to proceed before interrupting any utility.
 2. The contractor is responsible for contacting all utility companies to verify locations of all existing utilities, utility-related obstructions, or

utility relocations that he may encounter during construction.

3. Adequate provision shall be made for the flow of existing sewers, drains, and water courses encountered during construction, and structures which may be disturbed shall be satisfactorily restored by the Contractor at his expense.
- C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during the course of the work, consult Engineer and/or County immediately for directions. Cooperate with the County and utility companies in keeping respective services and facilities in operation.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Soils used as fill shall be clean sands, similar to existing site soil, with less than 5% passing the number 200 sieve when existing subgrade conditions are considered wet as per the Engineer and the County/CEI. Soils as described above with less than 15% passing the number 200 sieve and meeting the requirements of Section 902-6 of the FDOT Specifications may be used when existing subgrade conditions are considered dry as per the Engineer and the County/CEI. The sand shall have a maximum dry density of at least 100 pounds per cubic foot, according to the Standard Proctor compaction test, AASHTO T-99, ASTM D698. Provide approved borrow soil materials from off-site when sufficient satisfactory soil materials are not available from on-site excavations.

If the Contractor elects to import any materials, then he will do so only with the approval of the Engineer and the County/CEI and at his own expense, unless separate payments for such items are called for in these specifications. Provide laboratory certification that soils meet requirements of specifications.

- B. Sub-Base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, or sand. The material shall be stabilized in accordance with FDOT Standard Specification Section 160-5.4. ASTM D 2940, with at least 95 percent passing a 1-1/2-inch sieve, and not more than 8 percent passing a No. 200 sieve.

PART 3 - EXECUTION

3.1 DEWATERING

- A. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on sub-grades in work areas, and from flooding project site and surrounding area.

- B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- C. The Contractor shall prevent the accumulation of water in excavated areas, and shall remove, by pumping or other means, any water that accumulates in the excavation. The Contractor shall prevent the accumulation of water in both structural and trench excavations and shall remove, by well point system or by other means, water which accumulates. The Contractor shall provide, install and operate a suitable and satisfactory dewatering system, when needed to dry sub-grades or other work areas.
- D. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collection or runoff areas. Do not use trench excavations as temporary drainage ditches. Discharged water shall be clean, not silt or sediment laden, prior to discharge to untreated system and/or waters of the State.

3.2 EXCAVATION

- A. Explosives: Not permitted.
- B. Strip topsoil and significant root systems to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material. Remove heavy growths of grass from areas before stripping. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root systems.

3.3 STABILITY OF EXCAVATIONS

- A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.
- B. All excavation work shall conform to all applicable OSHA Publications, Latest Editions. The Contractor's method of providing protective support to prevent cave-ins shall conform to OSHA requirements. Slope excavations, shoring, and trench box usage in the field must be based on tabulated data and designed by the Contractor. The contractor is solely responsible for job site safety and shall not be compensated for required safety equipment/devices.

3.4 EXCAVATION FOR STRUCTURES

Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.10 foot. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, maintaining a safe

slope, installing services and other construction, and for inspections.

- A. Footings and Foundations: Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
- B. Pile Foundations: After piles have been installed, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
- C. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Appurtenances: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades. Consider Dewatering and other sections as applicable.

3.6 EXCAVATION FOR STORMWATER SYSTEMS

Excavate and compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of Section 2600. Consider Dewatering and other sections as applicable.

3.7 STORAGE OF SOIL MATERIALS

Stockpile excavated materials acceptable for backfill, fill soil, and topsoil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Stockpiles shall be placed, graded, and shaped to drain surface water and prevent erosion. Cover to prevent wind-blown dust and/or erosion. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 BACKFILL

- A. Backfill excavations promptly, but not before completing the following:
 - 1. Acceptance of construction below finish grade including, where applicable, filter fabric installation and gravel bedding.
 - 2. Surveying locations of underground utilities for record documents.
 - 3. Testing, inspecting, and approval of underground utilities.
 - 4. Removal of trash and debris from excavation.
 - 5. Removal of temporary shoring, bracing, and sheeting unless

specified to remain.

- B. No backfill material shall be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rain, backfill operations shall not be resumed until the moisture content of the fill is as previously specified to achieve proper compaction.

3.9 FILL

- A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface. In order to insure proper bond and prevent slipping between the original ground and fill, the surface of the original ground shall be scarified to a depth of at least three inches. Each layer of fill material shall be compacted until the required density is achieved, and the density achieved should be verified in accordance with specifications using in-place density testing.
- B. When subgrade or existing ground surface is to receive fill and has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture condition or aerate soil and re-compact to required density.
- C. Place fill material in layers to required elevations for each location listed below.
 - 1. Under grass, subbase or base material, use satisfactory excavated or borrow soil material.
 - 2. Under walks and pavements, curbs, steps, ramps, building slabs, footings and foundations use subbase and/or base material.

3.10 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
- B. Do not place backfill or fill material on surfaces that contain excessive moisture.
- C. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density. Stockpile or spread and dry removed wet satisfactory soil material.

3.11 COMPACTION

- A. Place backfill and fill materials in layers or lifts not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 8 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each structure.
- C. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to ASTM Modified Proctor):
 - 1. Under structures, building slabs, steps, and pavements, compact each layer of backfill or fill material at a minimum of 98% Modified Proctor of the material's maximum dry density.
 - 2. Under lawn or unpaved areas, compact each layer of backfill or fill material at 95% Modified Proctor maximum dry density.

3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between existing adjacent grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus 0.10 foot.
 - 2. Walks: Plus or minus 0.10 foot.
 - 3. Pavements: Plus or minus ½ inch.

3.13 STABILIZED SUBGRADE

- A. For stabilized subgrade the type of materials, commercial or local, is at the Contractor's option and no separate payment for stabilizing materials will be made (other than as may be paid for as borrow).

- B. When stabilizing is designated as Type B, compliance with the bearing value requirements will be determined by the Limerock Bearing Ratio Method. Minimum LBR shall be 40.
- C. It is the Contractor's responsibility that the finished roadbed section meets the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, full payment will be made for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the Contractor may elect to place select high-bearing materials from other sources, within the limits of the stabilizing.
- D. After the roadbed grading operations have been substantially completed, the Contractor shall make his own determination as to the quantity (if any) of stabilizing material, of the type selected by him, necessary for compliance with the bearing value requirements. The contractor shall notify the Engineer of the approximate quantity to be added, and the spreading and mixing-in of such quantity of materials shall meet the approval of the Engineer and/or County/CEI as to uniformity and effectiveness.

3.14 FIELD QUALITY CONTROL

- A. Testing Agency Services: Allow testing agency to inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.
 - 1. Perform field in-place density tests according to ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), ASTM D 293 (drive cylinder method), or ASTM D 2922 (nuclear method), as applicable.
 - a. Field in-place density tests may also be performed by the nuclear method according to ASTM D 2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, check the calibration curves furnished with the speedy moisture meter according to ASTM D 3017.
 - b. When field in-place density tests are performed using nuclear methods, make calibration checks of both density and speedy moisture meter at beginning of work, on each different type of material encountered, and at intervals as directed by the Engineer.
 - 2. Paved Areas: Make at least one field density test of subgrade, base, and each compacted fill layer for every 300 linear feet of roadway or equivalent area, but in no case less than two tests.

Tests shall be staggered to ensure representative sampling.

3. Unpaved Areas: Make at least one field density test of each compacted fill layer or subgrade for every 1000 square yards of area, but in no case less than two tests.
 4. Other tests may be required at Engineer's and/or County/CEI's discretion.
- B. If, in the opinion of the Engineer and/or County/CEI, based on testing service reports and inspection or the Engineer's observations, subgrades, fills, or backfills are below specified density, scarify and moisten or aerate as needed, or remove and replace soil to the depth required, re-compact, and re-test until required density is obtained at no additional expense.

3.15 REPAIR & CORRECTIONS

- A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions. Scarify or remove and replace material to depth directed by the Engineer; reshape and re-compact at optimum moisture content to the required density.
- B. Settling: Where settling occurs during the warranty period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.
- C. When traffic must cross open trenches, the contractor shall provide suitable bridge of graded aggregate base or temporary asphalt paving as directed by Engineer and/or County/CEI at no additional expense. (See Section 4060 for additional requirements.)
- D. Erosion Control: The Contractor shall be responsible for the prevention of erosion from the site and for maintaining filled and graded surfaces for the duration of the project. This includes, but is not limited to, the erection of a silt fence and hay bale barricade as per Florida Department of Transportation Design Standard indexes 102 and 104, and/or as shown in the construction plans. The Contractor shall take whatever steps necessary to prevent erosion and sedimentation, and will be responsible for any damages which might occur to down-land properties as a result of run-off from the site during sitework construction at no additional cost. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

Surplus excavated material becomes the property of the Contractor unless otherwise noted. Waste materials, including unsatisfactory soils, trash and debris shall be removed and legally disposed of, off the Owner's property.

3.17 CLEAN-UP AND FINAL INSPECTION

Before final inspection and acceptance the Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, re-grassing if necessary, to as good a condition as existed before work started.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Excavation: When payment for excavation is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards, calculated by the method of average end areas according to the survey and plans. If actual quantities vary in field, contractor shall communicate with Engineer and/or County to request additional payment. The measurement will include the net volume of material between the original ground surface and the surface of completed earthwork according to the survey and plans. If actual quantities vary in field, contractor shall communicate with Engineer and/or County to request additional payment. Excavation for swales and channels will be included in the total quantity for Excavation. Subsoil Excavation will be measured to the lines and grades indicated on the plans or as approved by the Engineer and/or County/CEI. Backfill material shall either include normal excavation material from within project limits or borrow material supplied by the Contractor.
- B. Embankment: Quantities for Embankment will be calculated by the method of average end areas, and will include material placed above the original ground line, within the lines and grades indicated on the plans or as directed by the Engineer and/or County/CEI.
- C. Calcium Chloride for Dust Control: The quantity to be paid for will be the weight, in tons, of calcium chloride authorized and acceptably spread on the road, within the limits specified by the County Engineer and/or Designee. The quantity will be determined from scales, certified freight bills, or other sources, the accuracy of which can be authenticated.

4.2 BASIS OF PAYMENT

- A. General: Prices and payments for the various work items included in this section will be full compensation for all work described herein, including excavating, dewatering, dredging, hauling, placing, and compacting. Separate pay items will be provided for all devices required to maintain

control of erosion according to plans and NPDES permit. Additional devices shall be no additional cost.

- B. Excavation: Unit prices will be established for required cubic yard volumes of Regular Excavation, Subsoil Excavation, and Borrow Excavation as necessary. When subsoil excavation is required to a depth greater than plans and specifications require, and additional excavation is not due to unsuitable, a change order will be required to establish a new quantity utilizing the current unit price.
- C. Embankment: Payment shall be made at the unit contract price for Embankment, cubic yard, in place according to plans.
- D. Calcium Chloride for Dust Control: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintenance of the treated area and all water furnished and applied to the area.
- E. Dewatering: The contractor shall include the cost of dewatering in the unit price bid for the stormwater pipe if there is not a specific line item used in the contract.

END OF SECTION 02300

SECTION 02320 - UNDERDRAIN AND EXFILTRATION TRENCH

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawing and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction* (FDOT Specs.), *Section 440, Latest Edition*. Work shall comply with requirements of FDOT *Specs and Design Standard Index 286 and 245*. As modified herein.
- C. GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

This section shall cover the work of furnishing pipe for underdrain and exfiltration trenches, the type and size shown on the plans or in the proposal in accordance with the requirements of these specifications, and installing such pipe at the locations shown on the plans or designed by the Engineer and/or County/CEI in substantial conformity with the established lines, trench widths, filter media, and grades. The work shall include furnishing and construction of such joints and connections to other pipes as may be required to complete the work, as shown on the plans or directed, together with the specified trench, filter media, and filter fabric materials. Filter media may be sand, gravel, gravel pack, and/or a combination thereof.

PART 2 - PRODUCTS

- A. Underdrain Pipe: Underdrain pipe shall conform to the requirements of Florida Department of Transportation Standard Specification 948-2, Latest Edition. The perforations shall meet the requirements for perforations as specified in AASHTO M294. Pipe shall be perforated polyethylene ADS N-12 or approved equal.
- B. Filter Aggregate shall be clean, washed gravel free of organic material and fines with minimum 33% percent voids. Aggregate shall be at least FDOT stone or equivalent.
- C. Filter Fabric shall be Terratex EP (Woven) or approved equal meeting the requirements of FDOT Specification Section 985.

- D. Filter sand shall be clean sand, free of organic materials and fines, with an effective grains size of 0.20 to 0.55 mm, uniformity coefficient of 1.5 to 4.0, a K value (recommended design permeability) not to exceed 2.5 ft/hr, and the contractor shall provide a grain-size analysis to the Engineer and/or County/CEI for the project.

PART 3 - EXECUTION

3.1 STANDARD INSTALLATION:

- A. Trenches shall be excavated to the dimensions shown on the plans or as directed. A bedding layer of filter aggregate or filter sand of the size shown on the plans shall be placed in the bottom of the filter fabric lined trench for its full width and length and compacted as directed.
- B. Subdrainage pipe of the type and size specified shall be embedded firmly in the bedding material. All pipe sections shall be securely joined with the appropriate coupling fittings or bands as per manufacturer's specifications.
- C. After the pipe installation has been inspected and approved, the specified filter aggregate, gravel pack, and/or filter sand shall be placed as shown on the drawings and filter fabric wrapped around the filter media with a minimum overlap (as required) on top. Install wire mesh at opening/outfall. Care shall be taken not to displace the pipe.
- D. The Contractor shall take every precaution to prevent the entrance of soil and sediments into the filter bed during construction, which would sacrifice the integrity of the filter fabric and aggregate installed. Stormwater runoff and sedimentation controls to be provided so as to protect the underdrain or exfiltration trench system.
- E. Installation of the corrugated polyethylene pipe shall be in accordance with the ASTM D-2321 Latest Revision.
- F. Gravel packs shall be installed around the filter-drain underdrain pipe an average thickness of at least six inches from the underdrain pipe for all underdrain systems located within pond bottoms and pond banks. The minimum separation between the gravel pack and the top of the filter bed shall be two feet. A permeable filter fabric shall be wrapped around the gravel pack.
- G. Cleanouts or inspection boxes shall be installed, at minimum, every 400 feet or as specified by plan, at every directional change or bend, and at the beginning (upstream) and at the terminus (downstream) of the underdrain pipes or exfiltration trench systems.

- H. Cleanouts shall have vertical portions non-perforated, include water-tight caps, and shall incorporate fittings (wye fittings or elbow bends) that have an angle no less than 45 degrees.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the length, in feet, of underdrain, which include trench filter fabric, measured in place, along the centerline and gradient of the underdrain, completed and accepted. The quantities to be paid for will be the length, in feet, of outlet pipe measured in place, along the centerline and gradient of the outlet pipe, completed and accepted. The quantity of underdrain inspection boxes and cleanouts to be paid for will be the number completed and accepted. When payment for gravel or sand filter media is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards, calculated based upon the length, width, and depth of the underdrain or exfiltration trench dimensions, minus the pipe volume, as shown on the plans, unless the filter media is specified as a bid item included in the costs of the underdrain or exfiltration system.

4.2 BASIS OF PAYMENT

Prices and payment for this item shall include all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications.

Materials covered under this pay item include but are not limited to: pipe including fittings, filter fabric, filter media, filter sand, filter aggregate, cleanout structures and inspections boxes. Payment shall be made for the underdrain or exfiltration pipe based upon the length of pipe. Unit prices will be established for the number of cleanouts structures and inspection boxes, unless otherwise specified as a bid item included in the under underdrain or exfiltration trench system. Unit prices will also be established for required cubic yard volume of gravel or sand filter media based upon the length, width, and depth of the underdrain or exfiltration trench, minus the pipe volume, as shown on the plans, unless otherwise specified as a lump sum bid item included in the costs of the underdrain or exfiltration trench system. No additional payment will be made for filter media overages larger than the specified plan volume. No additional payment will be made for excavation of the trench or lining the trench with filter fabric. No additional payment will be made for underdrain pipe with a sock filter fabric.

END OF SECTION 02320

SECTION 02340 - RIPRAP

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction* (FDOT Specs), *Section 530*, and *Design Standard Index 281, Latest Edition*. Work shall comply with requirements of FDOT Specs as modified herein.
- C. GENERAL EXCEPTIONS: Any reference to *FDOT Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

This section shall cover the work of furnishing and constructing the Riprap which shall consist of a protective course of stone or other approved materials on embankment slopes, in channels, or other work as shown on the plans or directed, with or without a Filter Blanket, all in accordance with these Specifications and in conformity with the lines and grades noted in the plan details.

PART 2 - PRODUCTS

2.1 MATERIALS

Rubble\Stone Riprap shall comply with Florida Department of Transportation *Standard Specification 530-2.2*

- A. Banks and shore protection shall comply with Florida Department of Transportation *Standard Specification 530-2.2.1*.
- B. Ditch lining shall comply with Florida Department of Transportation *Standard Specification 530-2.2.2*.
- C. Broken stone and broken concrete shall comply with Florida Department of Transportation *Standard Specification 530-2.2.3*.
- D. Geotextile fabric shall comply with Florida Department of Transportation *Standard Specification 514* and Florida Department of Transportation *Design Standards, Index No. 199* according to its application.

- E. Bedding stone shall comply with Florida Department of Transportation *Standard Specification 530-2.3*.
- F. Sand/Cement Riprap: Materials and placement shall comply with Florida Department of Transportation *Standard Specification 530-2.1*.

PART 3 - EXECUTION

3.1 EXECUTION

A. Construction Requirements:

General: All slopes to be treated with riprap shall be trimmed to the lines and grades indicated by the plans or directed, such that the plan grades are the top of the placed riprap, unless otherwise noted. Loose material shall be compacted by methods approved by the Engineer or removed.

Slopes which require a filter blanket under the riprap shall, in addition to the above, be prepared as noted below.

1. Placement of any riprap on a filter blanket shall be by such means that will not damage or destroy the blanket. Any damage to the blanket shall be repaired without additional compensation.
2. Unless directed otherwise by the Engineer or shown by plan details, all outer edges and the top of riprap where the riprap terminates shall be formed so that the surface of the riprap will be embedded and even with the surface of the ground and/or slope.
3. All riprap construction shall begin at the bottom of the slope and progress upward.
4. Filter Blanket: Unless otherwise specified by the plans or ordered in writing, a fabric blanket will not be allowed for soils with 85% by weight passing the No. 200 sieve (U.S. Std.)
5. The bedding stone shall be constructed in accordance with Florida Department of Transportation Specification 530-3.3.
6. Foundation Preparation: Areas on which filter fabrics are to be placed shall be uniformly trimmed and dressed to conform to cross-sections shown by the plans.

B. Plastic Filter Fabric (Geotextile):

Plastic filter fabric shall be placed in the manner and at the locations shown in the plans or as directed by the Engineer. At the time of installation, fabric shall be rejected if it has defects, rips, holes, flaws,

deterioration or damage incurred during manufacturer, transportation or storage. The fabric shall be placed with the long dimension parallel to the centerline of the channel or shoreline unless otherwise directed by the Engineer, and shall be laid smooth and free of tension, stress, folds, wrinkles or creases. The strips shall be placed to provide a minimum width of 24 inches of overlap for each joint with the upstream strip of fabric overlapping the downstream strip. Overlap joints and seams shall be measured as a single layer of cloth. Securing pins with washers shall be inserted through both strips of overlapped cloth as recommended by the manufacturer, but no greater than the following intervals along a line through the midpoint of the overlap.

<u>Pin Spacing</u>	<u>Slope</u>
2 ft.	Steeper than 3:1
3 ft.	3:1 to 4:1
5 ft.	Flatter than 4:1

The fabric shall be turned down and buried two feet at all exterior limits except where a stone-filled key is provided below natural ground.

Additional pins regardless of location shall be installed as necessary to prevent any slippage of the filter fabric. Overlaps in the fabric shall be placed so that any upstream strip of fabric will overlap the downstream strip. Should the Engineer direct that the fabric be placed with the long dimension perpendicular to the centerline of the channel or shoreline, the lower strip of fabric shall underlap the next higher strip. Each securing pin shall be pushed through the fabric until the washer bears against the fabric and secures it firmly to the foundation. The fabric shall be protected at all times during construction from contamination by surface runoff and any fabric so contaminated shall be removed and replaced with uncontaminated fabric. Any damage to the fabric during its installation or during placement of riprap shall be replaced by the Contractor. The work shall be scheduled so that the manufacturer's recommendation for UV exposure is not exceeded or 5 days does not expire between placement of the fabric and the covering of the fabric with riprap, whichever is less.

3.2 STONE AND CONCRETE RUBBLE RIPRAP

General: Unless otherwise shown by plan details or directed, stone or concrete shall not be placed on slopes steeper than the natural angle of repose of the riprap material.

Placement of stone or concrete may, unless otherwise noted hereinafter, be placed by methods and equipment suitable for the purpose of placing the riprap in accordance with the requirements for the class riprap involved without damaging any existing facility or construction material.

The stone or concrete shall be placed in such a manner as to produce a

reasonably well graded mass of rock with the minimum practical percentage of voids. Stone or concrete shall be laid with close broken joints and resting on the embankment slope. The top of the riprap shall be constructed to the lines, grades and thickness shown by the plans or as directed. Riprap shall be placed to its full course thickness in one operation and in such a manner as to avoid displacing or damaging the filter blanket material. The larger stone or concrete shall be well distributed and the entire mass of stone or concrete, in their final position, shall conform to a reasonable uniform gradation. The finished riprap shall be free from objectionable pockets of small stone or concrete and clusters of larger stone or concrete. Open joints shall be filled with spalls, or small stone or concrete in such manner that all stone or concrete are tightly wedged or keyed. Placing riprap by dumping into chutes or by other methods likely to cause segregation of sizes will not be permitted. The desired distribution of the various sizes of stone or concrete throughout the mass shall be obtained by selective loading of the material at the source, by controlled dumping of successive loads during final placing, or by other methods of placement which will produce the specified results. The individual pieces of stone or concrete in each horizontal course shall be laid so that they will not break away from embankment. Rearranging of individual stone or concrete by mechanical equipment, or by hand, will be required to the extent necessary to obtain a reasonably well graded distribution of stone or concrete as specified above.

3.3 SAND/CEMENT RIPRAP

- A. Placing: Immediately following mixing, the mixture shall be placed in the bags, tied (so that when laid in position, they will flatten out and give a thickness of not less than six inches) and placed flat on the area designed. Use only one type of bag per structure. Bags shall be layered and wedged against each other to form closed joints, with tied ends of sacks all laid in the same direction. Sacks ripped or torn in placing shall be removed and replaced with sound, unbroken sacks. When required to be placed under water, special care shall be taken to see that bags are closely jointed to give the same tight joints as required on dry slopes. After the riprap is placed, it shall be sprinkled with water as directed and kept damp for not less than three days. No sand/cement riprap shall be mixed in freezing weather.
- B. Grouting: Immediately after watering, all openings between sacks shall be filled with dry grout composed of one part Portland cement and five parts sand.
- C. Pinned/Staked Bags: Bags shall be pinned/staked when called for on drawings.

3.4 CLEAN UP

Before final inspection and acceptance, the Contractor shall remove all excess material from site and restore all disturbed areas to as good a condition as

existed before work started.

3.5 MAINTENANCE

The Contractor shall maintain all riprap until the contract work is accepted, and shall replace, without additional compensation, any damaged or missing riprap.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Sand-Cement: The quantity to be paid for will be the volume, in cubic yards, of sand actually used in the sand cement mixture and grout, satisfactorily placed and accepted. If sand is proportioned by volume, the sand will be measured loose in an approved measure prior to mixing with cement. If sand cement is proportioned by weight, approved scales will be used for this purpose and the volume will be calculated using a standard conversion factor for sand of 85lbs. /cubic feet. No adjustment of batch weights to allow for varying moisture content of the sand will be made.
- B. Stone/Concrete Rubble and Bedding Stone: The quantities to be paid for will be, as per plans/bid schedule, and either by the weight in tons in surface dry natural state; by railroad scales, truck scales, or barge displacement, or by square yards (according to plan thickness.) The Contractor shall determine the weights as follows:
 - 1. Railroad Weights: The Contractor shall weight railroad cars on railroad scales, before and after loading or before and after unloading. If weighed by other than the Engineer, a certified statement of weights will be required. Certificates of weight, furnished by the railroad company, will be accepted without further certification.
 - 2. Truck Weights: The Contractor shall weigh trucks on certified scales, loaded and empty, as prescribed above for railroad weights. The Contractor shall weigh trucks in presence of the Engineer, or furnish certificates of weights.
 - 3. Barge Displacement: The Engineer will measure each barge. The Contractor shall fit each barge with gauges graduated in tenths of a foot increment. The Contractor shall locate a gauge at each corner of the barge near the lower end of the rake. The Contractor shall furnish additional gauges amidships, if the Engineer deems necessary. The Engineer will review and check all computed weights. Weight certificates may be submitted.
 - 4. In Place Measurement: The Contractor shall measure surface area (in square yards) of area riprap has been placed.

4.2 BASIS OF PAYMENT

- A. Sand-Cement: Price and payment will be full compensation for all work specified in this Section, including all materials, labor, hauling, excavation, and backfill. The Contractor shall include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap in the Contract unit price for Riprap (Sand-Cement.)
- B. Stone/Rubble: Price and payment will be full compensation for all work specified in this Section, including all materials, hauling, excavation, and backfill. The Contractor shall include the cost of dressing and shaping the existing fill (or subgrade) for placing riprap in the Contract unit price for Riprap (Stone/Rubble). As an exception to the above, concrete that is shown to be removed from the project site and subsequently disposed of by being crushed and used in the embankment as riprap will not be paid for under this section. Include the cost of such work order under Removal of Existing Structures.
- C. Bedding Stone: Price and payment will be full compensation for all work specified in this Section, including all materials and hauling. The Contractor shall include the cost of dressing and shaping the existing fills (or subgrade) for placing bedding stone in the Contract unit price for Riprap (Stone/Rubble).

END OF SECTION 02340

SECTION 02400 - GRADED AGGREGATE BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Specification Sections, apply to the work of this section.
- B. GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specification for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

This item shall consist of a base course of graded aggregate constructed on a subgrade prepared in accordance with the specifications and in conformity with the line, grades and typical cross-section as shown on the drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

Use graded aggregate material which yields a satisfactory mixture meeting all the requirements of these Specifications after it has been crushed and processed as a part of the mining operations.

The Contractor may furnish the material in two sizes of such gradation that, when combined in a central mix plant pugmill, the resultant mixture meets the required specifications.

Use graded aggregate base material of uniform quality throughout, substantially free from organic matter, shale, lumps and clay balls, and having a Limerock Bearing Ratio value of not less than 98. Use material retained on the No. 10 sieve composed of aggregate meeting the following requirements:

Soundness Loss, Sodium, Sulfate: AASHTO T 104.....15%

Percent Wear: AASHTO T 96 (Grading A)

Group 1 Aggregates..... 45%

Group 2 Aggregates..... 65%

Group 1: This group of aggregates is composed of limestone, marble, or dolomite.

Group 2: This group of aggregates is composed of granite, gneiss, or quartzite.
Use graded aggregate base material meeting the following gradation:

Exhibit "Q"

Sieve Size	Percent by Weight Passing
2 inch	100
1 1/2 inch	95 to 100
3/4 inch	65 to 90
3/8 inch	45 to 75
No. 4	35 to 60
No. 10	25 to 45
No. 50	5 to 25
No. 200	0 to 10

For Group 1 aggregates, ensure that the fraction passing the No. 40 sieve has a Plasticity Index (AASHTO T 90) of not more than 4.0 and a Liquid Limit (AASHTO T 89) of not more than 25, and contains not more than 67% of the weight passing the No. 200 sieve.

For Group 2 aggregates, ensure that the material passing the No. 10 sieve has a sand equivalent (AASHTO T 176) value of not less than 28.

The Contractor may use graded aggregate of either Group 1 or Group 2, but only use one group on any Contract. (Graded aggregate may be referred to hereinafter as "aggregate".)

2.2 EQUIPMENT

The aggregate shall be spread by mechanical rock spreaders, equipped with a device which strikes off the aggregate uniformly to laying thickness, and capable of producing an even distribution of the aggregate. For crossovers, intersections and ramp areas; for roadway widths of 20 feet or less; for the main roadway area when forms are used and for any other areas where the use of a mechanical spreader is not practicable; spreading may be done by bulldozers or blade graders. All equipment for proper construction of this project shall be in first-class working condition.

PART 3 - EXECUTION

3.1 TRANSPORTING GRADED AGGREGATE

The graded aggregate shall be transported to the point where it is to be used, over aggregate previously placed if practical, and dumped on the end of the preceding spread. Hauling over the subgrade and dumping on the subgrade will be permitted when, in the Engineer and/or County/CEI's opinion, these operations will not be detrimental to the subgrade.

3.2 SPREADING GRADED AGGREGATE

- A. Method of Spreading: The graded aggregate shall be spread uniformly. All segregated areas of fine or coarse aggregate shall be removed and

replaced with properly graded aggregate.

- B. Number of Courses: When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two courses. The thickness of the first course shall be approximately one-half the total thickness of the finished base, or enough additional material added to bear the weight of the construction equipment without disturbing the subgrade. When compacted thickness is six inches or less, graded aggregate shall be placed in one lift.

3.3 COMPACTING AND FINISHING BASE

- A. Single-Course Base: For single-course base, after the spreading is completed, the entire surface shall be scarified and then shaped so as to produce the required grade and cross-section, free of scabs and laminations, after compaction.
- B. Multiple-Course Base: For multiple-course base, the first course shall be cleaned of foreign material and bladed and brought to a surface cross-section approximately parallel to that of the finished base. Prior to the spreading of any material for the upper course, the density tests for the lower course shall be made, and the Engineer and/or County/CEI shall have proof that the required compaction has been obtained. After the spreading of the material for the second course is completed, its surface shall be finished and shaped so as to produce the required grade and cross-section after compaction, and free of scabs and laminations.
- C. Moisture Content: When the material does not have the proper moisture content to ensure the required density, wetting or drying will be required. When water is added, it shall be uniformly mixed-in by disking to the full depth of the course which is being compacted. Water shall be added before beginning compaction operations. Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course which is being compacted. This shall be performed utilizing the speedy moisture meter.

3.4 DENSITY REQUIREMENTS

As soon as proper conditions of moisture are attained, the material shall be compacted to a density of not less than 98% of the modified proctor maximum density as determined by AASHTO T-180 (Modified Proctor.)

3.5 TESTING SURFACE, PROTECTION, AND MAINTENANCE

- A. Density Tests: A minimum of at least one field density test on each course of compacted base shall be performed for every 500 square yards, or every 300 linear feet of road pavement, or as directed by the Engineer. Additional tests may be made if deemed necessary by the Engineer

and/or County/CEI.

- B. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross-section, the compacting operations for such areas shall be completed prior to making the density tests on the finished base.
- C. Correction of Defects: Contamination of Base Material: If, at any time, the subgrade material should become mixed with the base course materials, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
- D. Cracks and Checks: If cracks or checks appear in the base, either before or after priming, which in the opinion of the Engineer and/or County/CEI, would impair the structural efficiency of the base, the Contractor shall remove the cracks or checks by re-scarifying, reshaping, adding base material where necessary, and re-compacting, without additional compensation.
- E. Compaction of Widening Strips: Where base construction consists of widening strips and the trench width is not sufficient to permit use of standard base compaction equipment, compaction shall be accomplished by use of vibratory compactors, trench rollers, mechanical plate tampers, or other special equipment which will achieve the density requirements specified herein. When multiple-course base construction is required by the plans or specifications, the required compaction shall be achieved in each course prior to spreading material for the overlaying course.
- F. Testing Surface: The finished surface of the base course shall be checked from the required crown and ensure longitudinally a smooth, consistent surface for the placement of the asphalt course(s). All irregularities, greater than 1/4 inch per 15' straight edge test, shall be corrected, after which the entire area shall be re-compacted and tested as specified herein before. In the testing of the surface, the measurements will not be taken in small holes caused by individual pieces of rock having been pulled out by the grader.
- G. Priming and Maintaining:

Priming: The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90% of the optimum moisture of the base material. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur. See FDOT Prime Coat Specification.
Maintaining: The Contractor will be responsible for assuring that the true

crown and template are maintained, with no rutting or other distortions, and that the base meets all the requirements, at the time the surface course is applied.

H. Thickness Requirements:

Measurements: Thickness of the base shall be measured at intervals in such a manner that each test represents 500 square yards, or every 300 linear feet of road pavement, or as otherwise directed by the Engineer and/or County/CEI. Measurements shall be taken at various points on the cross-section, through holes not less than three inches in diameter.

Areas Requiring Correction: Where the compacted base is deficient by more than $\frac{1}{2}$ inch from the thickness called for in the plans, the Contractor shall correct such areas. The affected areas shall then be brought to the required state of compaction and to the required thickness and cross-section.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT:

The quantity to be paid for will be the area, in square yards, completed and accepted.

4.2 BASIS OF PAYMENT:

Price and payment will be full compensation for all work specified in this section, including dust abatement, correcting all defective surfaces and deficient thickness, removing cracks and checks, the additional aggregate required for such crack elimination, and the prime coat.

END OF SECTION 02400

SECTION 02410 – RECYCLED CONCRETE AGGREGATE BASE
(CRUSHED CONCRETE)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Specification Sections, apply to the work of this section.
- B. GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specification for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

- 1.2 Escambia County recognizes the beneficial reuse of construction materials where said materials can be used in a manner that provides a construction product meeting specifications adopted by state and/or federal agencies. As such, Escambia County shall allow, as noted below, the use of Recycled Concrete Aggregate (RCA) for the purpose of constructing an aggregate base course for the placement of an asphaltic concrete surface course in accordance with this section.

- 1.3 This section shall conform to section 2400 G.A.B. except as noted.

1.4 SPECIFIC CONSENT REQUIRED

Recycled Concrete Aggregate may only be used on projects with specific written consent of the County Engineer, or designee, subject to the conditions outlined herein. No such permission shall be given until the requirements of Items 2.1 through 3.1.A-D have been affirmatively addressed by the Engineer of Record for the project. Additionally, construction may not proceed until the requirements of Item 3.2.B have been addressed. Should construction commence more than six months after the date of the geotechnical report and/or roadway locations and/or elevations change, a geotechnical addendum shall be submitted confirming groundwater elevations. Should County staff observe differing construction or material conditions after approval; additional testing or re-evaluation of existing conditions for use may be required. RCA installations not in compliance with these specifications shall be subject to removal and replacement.

PART 2 - PRODUCTS

2.1 MATERIALS

The material requirements of Recycled Concrete Aggregate shall be in accordance with the Florida Department of Transportation Special Provisions

Specification Section 204, "Graded Aggregate Base."

- A. Recycled Concrete Aggregate used shall not be required to comply with FDEP source approval requirements specified in FAC 62-701.730 or be qualified as a clean debris source under FDEP rules, as outlined in Florida Department of Transportation Special Provisions Specification Section 204-2.2, "Graded Aggregate Base." The aggregate supplied shall be capable of meeting the requirements outlined in this item. NO material shall be used that has been obtained from potentially contaminated sources that may contain asbestos or other hazardous materials.

PART 3 - EXECUTION

3.1 SPECIFIC USE & LOCATION REQUIREMENTS

- A. The use of Recycled Concrete Aggregate shall be in accordance with the Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base."* It should be noted RCA may not be used on FHWA funded projects unless approved specifically by FHWA in advance.
- B. The use of Recycled Concrete Aggregate shall be in accordance with the Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base."* It should be noted RCA may not be used on FHWA funded projects unless approved specifically by FHWA in advance.
- C. Unless the Engineer of Record and/or County/CEI can demonstrate that the grading plan provides a minimum vertical separation of 18 inches between the bottom of the base and the seasonal high water table provided in the geotechnical report, permanent groundwater control measures shall be incorporated in the roadway design (i.e. under drains with positive outfalls, etc.). If the subsurface conditions encountered in the geotechnical study indicate the presence of, or the potential for, perched groundwater, the geotechnical engineer shall address the appropriate measures to remedy perched groundwater in the geotechnical report or addendum.
- D. The Engineer of Record shall as part of the original construction plans approved by Escambia County or by addendum approved by Escambia County provide construction details and specifications for the road section(s) to be used with RCA. The section shall include material types, thickness requirements, and compaction requirements for all materials required for the flexible pavement section. The plan and profiles shall detail groundwater levels (apparent or perched) and the use of under drains with positive outfalls, where applicable/appropriate. Where under drains are required, they shall be detailed in cross section relative to the road section. The Engineer of Record shall also provide calculations

which detail the calculated capacity of all components of the underdrain section, transmission pipes and receiving system.

- E. If, during the time period from the completion of construction through the warranty period, water is observed bleeding thru the pavement, new or additional permanent groundwater control measures to a positive, approved, outfall shall be installed. Such measures shall be submitted to Escambia County for review and approval per Item D above.

3.2 TESTING & CERTIFICATION REQUIREMENTS

- A. The installation of Recycled Concrete Aggregate shall be in accordance with the Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base."*
- B. Upon delivery of RCA to the project site, the contractor, NOT the supplier, shall provide to Escambia County a report from an independent FDOT certified testing laboratory certifying that the material meets the gradation and Limerock Bearing Ratio requirements of Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base."*
- C. During the course of construction, quality control samples of RCA delivered to the project site shall be selected under the supervision of the County, or its representative, for gradation testing. Sampling shall be at a minimum frequency of one sample for every 3,600 square yards of in-place base material.
- D. All testing shall be in accordance with Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base,"* and/or Escambia County requirements, whichever is more stringent.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT:

The quantity to be paid for will be the area, in square yards, completed and accepted.

4.2 BASIS OF PAYMENT:

Price and payment will be full compensation for all work specified in this section, including dust abatement, correcting all defective surfaces and deficient thickness, removing cracks and checks, the additional aggregate required for such crack elimination, and the prime coat.

END OF SECTION 02410

SECTION 02440 – SUPERPAVE ASPHALT BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Specifications sections, apply to work of this section.
- B. Work shall comply with requirements of these specifications as stated herein.
- C. GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

1.2 SUBMITTALS

Submit certification of compliance with applicable specifications in accordance with *Section 01300, "Submittals"*.

1.3 ENVIRONMENTAL CONDITIONS

Construct bituminous courses when underlying course is dry, and when atmospheric temperature is 40°F and rising for courses 1½" or greater, and 45°F and rising for courses less than 1½".

1.4 CONSTRUCTION EQUIPMENT

- A. Spreading Equipment: Self-propelled electronically controlled type, unless other equipment is authorized. Spreading equipment shall be capable of spreading hot bituminous mixtures without tearing, shoving, or gouging and to produce a finished surface of specified grade and smoothness. The use of a spreader that leaves indented areas or other objectionable irregularities in the fresh laid mix during operations will not be permitted.
- B. Rolling Equipment: Self-propelled pneumatic-tired rollers supplemented by three-wheel and tandem type steel wheel rollers. The number, type and weight of rollers shall be sufficient to compact the mixture to the required density without detrimentally affecting the compacted material. All rollers shall be suitable for rolling hot-mix bituminous pavements and capable of reversing without backlash. Pneumatic-tired rollers shall be capable of being operated both forward and backward without turning on the mat, and without loosening the surface being rolled. Equip rollers with suitable devices and apparatus to keep the rolling surfaces wet and

prevent adherence of bituminous mixture.

At the Contractor's option, vibratory rollers especially designed for bituminous concrete compaction may be used, provided rollers do not impair stability of pavement structure and any underlying layers. Repair depressions in pavement surfaces resulting from use of vibratory rollers at no cost to the Owner. Rollers shall be self-propelled, single or dual vibrating drums, and steel drive wheels, as applicable; equipped with variable amplitude and separate controls for energy and propulsion.

- C. Hand Tampers: Hand tampers shall weigh not less than 25 pounds and have a tamping face of not more than 50 square inches.
- D. Mechanical Hand Tampers: Commercial type, operated by pneumatic pressure or by internal combustion.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall conform to the requirements of these Specifications for the pavement sections as shown on the drawings.

PART 3 - EXECUTION

3.1 TRANSPORTATION OF BITUMINOUS MIXTURES

Deliver mixture to the area to be paved in such a manner that the temperature, at the time of dumping into the spreader, shall be not less than 285°F or greater than 345°F or that temperature required to obtain the specified compaction. Reject any load that has become wet prior to placing or falls outside of the above temperature ranges.

3.2 PLACING

Provide line and grade stakes as necessary for control. Place grade stakes in lanes parallel to centerline of area to be paved, and suitably space for string lines. Place and compact bituminous courses in such thicknesses as to achieve density and smoothness requirements. Maximum lift of bituminous base course shall not exceed 3 inches. Prior to laying the base course, clean underlying course of foreign and objectionable matter with power blowers, power brooms, or hand brooms in places inaccessible to power equipment, and inspect for compaction and smoothness requirements. The range of temperatures of the mixtures at the time of spreading shall be between 285°F and 345°F. Reject bituminous mixture having a temperature outside these limits when dumped into the hopper of the spreader. Adjust mechanical spreader and regulate speed so that the surface of the course is smooth, and when compacted conforms to depth, cross sections, grades and contours indicated. When irregularities of

surface or deficiency in depth is more than specified tolerances, remove defective work and replace with new material. Whenever possible, place the mixture in strips not less than 10 feet wide. Overlap rolling to previously placed strip and extend to overlap first strip. Place mixture as continuously as possible. Shovelers and rakers shall follow spreading equipment, adding hot mixture and raking as required to produce a course that, when completed, shall conform to requirements specified. In areas where the use of machine spreading is impractical, mixture may be spread by hand. Distribute mixture into place from dump boards by means of hot shovels and spread with hot rakes in a uniformly loose layer of such thickness that, when completed, it conforms to required grade and thickness. Do not dump loads any faster than they can be handled by shovelers and rakers. Paint contact surfaces of previously constructed curbs, manholes, and similar structures with a thin coat of emulsion or other approved bituminous material prior to placing the bituminous mixture.

3.3 COMPACTION OF MIXTURE

- A. Affect compaction by rolling. Begin rolling as soon after placing as the mixture will bear the roller without undue displacement. Delays in rolling freshly spread mixture will not be tolerated. Start rolling longitudinally at extreme sides of lanes and proceed toward center of pavement, overlapping on successive strips by at least one-half the width of rear wheel of roller. Alternate trips of roller shall be slightly different lengths. Affect initial longitudinal rolling by the use of steel roller. Make tests for conformity with specified crown, grade and smoothness immediately after initial compression. Before continuing rolling, correct any variations by removing or adding materials, then roll course using pneumatic-tired rollers or tandem rollers, while mixture is hot and in condition suitable for proper compaction. Speed of rollers shall not exceed 3 miles per hour and at all times be slow enough to avoid displacement of hot mixture. Correct any displacement of mixture at once by use of rakes and apply fresh mixture or remove mixture as required. Continue rolling until all roller marks are eliminated. During rolling, moisten rollers to prevent adhesion of mixture to rolling surfaces, but do not permit an excess of water. Provide sufficient rollers for each spreading machine in operation on the job and to handle plant output. In places not accessible to rollers, compact mixture with hot pneumatic or manual hand tampers. Skin patching of an area that has been rolled is not permitted. Remove any mixture that becomes mixed with foreign material or is defective, replace with fresh mixture, and compact to density of surrounding area. Roller shall not pass over unprotected edge until asphalt has cooled to at least 120°F. Contractor shall provide workmen who are capable of performing work incidental to correction of pavement irregularities. After final rolling, permit no traffic of any kind on the pavement until the surface temperature has cooled to at least 120°F. Surface temperature shall be measured with surface thermometers or other satisfactory methods.

B. Testing Base Course:

1. Density: Within the entire limits of the width and depth of the base, obtain a minimum density in all areas of the roadway of 98% of modified Proctor maximum density as determined by AASHTO FM 1-T 180, Method D. Compact the base of any LOT of shoulder pavement to not less than 95% of the modified Proctor maximum density as determined by FM 1-T 180, Method D. Additional tests and cores may be required at the Engineer's and/or County/CEI's discretion.
2. Thickness: Measure thickness throughout the placement of any and all courses. In addition, perform periodic checks on the yield during the placement of any and all courses. The maximum allowable deficiency at any point shall not be more than 1/4 inch less than the indicated thickness for the course. The average thickness of the course shall be not less than the indicated thickness. Where the deficiency is more than the specified tolerances, the contractor shall correct each such representative area or areas by removing the pavement in question and replacing with new pavement.
3. Smoothness: Straightedge the compacted surface of the course, utilizing a 15' rolling straightedge, as deemed necessary by the Engineer and/or County/CEI. Apply a rolling straightedge parallel with the centerline of the road and a non-rolling straightedge at right angles to the centerline of the road after final rolling. Unevenness of the course shall not vary more than plus or minus 3/16 inch in 15 feet. Correct any portion of the pavement showing irregularities greater than that specified.
4. Thicknesses and Density Requirements: The thickness and density shall be checked at intervals not to exceed one per 300 linear feet of roadway, but in any case, should not be less than three tests. Tests shall be staggered to ensure representative sampling.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

ASPHALT BASE COURSE:

The quantity to be paid for will be the area, in square yards, of asphalt base course after adjustment to the equivalent area of specified thickness.

4.2 BASIS OF PAYMENT

ASPHALT BASE COURSE:

Prices and payments will be full compensation for all work specified in this Section.

END OF SECTION 02440

SECTION 02460 - SAND-CLAY BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction* (FDOT Specs), *Sections 240 and 912, 2000 Edition*, as modified herein.
- C. GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

This item shall consist of a base course composed of sand-clay mixtures constructed on a subgrade prepared in accordance with the specifications and in conformity with the line and grades shown on the drawings.

1.3 USE

Sand clay base may only be used on projects with specific written consent from the County Engineer, or designee, subject to the conditions outlined herein.

Graded aggregate base shall be utilized in unsuitable soils, moisture sensitive areas, where groundwater fluctuates to within two feet of average grade, adjacent to wetlands/surface waters where the subgrade soils have a low permeability, and for roadways that will be dedicated to the County for maintenance.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All materials shall be secured from sources approved by the Engineer and shall be furnished by the Contractor.
- B. Sand-Clay shall consist of natural or artificial mixtures of clay or soil binder and gravel, sand or other aggregates. The materials shall be free from organic matter and trash and shall not contain any aggregate particles that will not pass a one-inch (1") sieve. It shall be uniform and shall not contain lumps or aggregate in sufficient quantity to prevent securing a smooth surface free from pits or pockets.

- C. The material passing the 10-mesh sieve shall meet the following requirements:
 - 1. Clay (material smaller than 0.005mm) 8-21%
 - 2. Silt (material from 0.05 to 0.005mm) 0-10%
 - 3. Combined Clay and Silt 8-25%
- D. It shall have a plasticity index of not more than 6 and have a liquid limit of not more than 25. The material shall have the minimum limerock bearing ratio (LBR) of 75.

PART 3 - EXECUTION

3.1 PLACING AND MIXING MATERIALS

- A. Sand-Clay Base; minimum 6-inch compacted thickness. At least 98 percent of the modified proctor maximum dry density must be achieved throughout the full material thickness. The proposed sand-clay base material must be checked by a registered geotechnical engineer or by using hydrometer testing to determine clay content.
- B. The material may be dumped directly on the subgrade, but shall be uniformly distributed. The loose thickness will be checked continuously by the Contractor to insure that the finished base course will have the thickness and shape required by the typical section.

3.2 COMPACTING AND FINISHING SAND-CLAY BASE

- A. General: After spreading is completed, the base shall be compacted with water being added as required, until the required density has been obtained.
- B. Density Requirements: As soon as the proper condition of moisture is attained, the material shall be compacted to a density not less than 98 percent of maximum density as determined by modified proctor test ASTM 1557.
- C. Finishing: Upon completion of the initial compaction, the entire surface shall be scarified and then shaped to exact crown and cross-section. The base shall be re-watered, if needed, before final compaction. Final compaction shall be done with any type compacting equipment, in conjunction with traffic rollers, which will obtain the required density. Compaction shall continue until the required density has been obtained and until free water disappears from the surface.
- D. Correction of Defects: If at any time, the sub-grade material should

become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the sub-grade and replace the materials removed with base material, which shall be watered, if needed, and rolled until the required density is obtained.

- E. Priming: Allow base to cure until moisture does not exceed 90 percent of optimum moisture content for the base course material. Priming shall meet the requirements of Section 300 of FDOT *Standard Specifications, Latest Edition*.

3.3 TESTING SURFACE, PROTECTION AND MAINTENANCE

- A. Testing Surfaces: The finished surface of the base course shall be true to the grades shown on drawings. All irregularities greater than 3/8-inch shall be corrected by scarifying and removing or adding base material as may be required, after which the entire area shall be re-compacted to meet the specified density requirements.
- B. Thickness of Base: A three-eighths inch (3/8") under tolerance in the base will be allowed. All areas where the thickness of the completed base is less than the thickness required after such tolerance shall be corrected by scarifying, adding base material and re-compacting.
- C. Protection, Priming and Maintaining: The base shall be kept well drained at all times. Wherever ruts or low spots are found, the areas affected shall be brought to grade and, if necessary, shall be kept moist until the prime coat is applied, so as to prevent dusting and raveling.
- D. Thicknesses and Density Requirements: The thickness and density shall be checked at intervals not to exceed one per 300 linear feet of roadway. In no case shall less than three tests be performed. Tests shall be staggered to ensure representative sampling.
- E. Paved Areas: Make at least one field density test of each compacted fill layer (subgrade, base, etcetera) for every 300 linear feet of roadway or equivalent area, but in no case less than three tests. Tests shall be staggered to ensure representative sampling.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

Sand-clay Base to be paid for will be the plan quantity, in square yards.

4.2 BASIS OF PAYMENT

Price and Payment will be full compensation for all work specified in this Section,

Exhibit "Q"

including all materials; all clearing and grubbing of material pits; all stripping of overburden from the pits, if required; all hauling of material, application of prime and all incidentals necessary to complete the work.

END OF SECTION 02460

SECTION 02500 – SUPERPAVE ASPHALT CONCRETE

PART 1 - GENERAL

1.1 GENERAL

- A. Construct a Type SP Asphalt pavement for local agencies using the type of mixture specified in the Contract, or when offered as alternates, as approved.
- B. For this Section only, all references to the Department shall mean Escambia County. All references to the Engineer shall mean the County Engineer, designated Engineer of Escambia County and/or CEI.
- C. The Engineer will accept the work based on one of the following methods as described in Part 5: 1) Certification, 2) Certification and process control testing by the Contractor, 3) acceptance testing by the County or 4) other method(s) as determined by the Contract.
- D. GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specification for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

1.2 LAYER THICKNESSES

- A. Use only fine graded Type SP asphalt mixes. Fine graded mixes are defined as having a gradation that passes above the restricted zone when plotted on an FHWA 0.45 Power Gradation Chart.
- B. FINE MIXES: The allowable structural layer thicknesses for fine Type SP Asphalt Concrete mixtures are as follows:

Type SP 9.5	1-1 ½ inches
Type SP 12.5	1 ½ - 2 ½ inches
Type SP 19.0	2-3 inches

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on fine mixes when used as a structural course:

Type SP 9.5 - Limited to the final (top) structural layer, one layer only

Type SP 12.5 - May not be used in the first layer of courses over 3 1/2 inches thick, nor in the first layer of courses over 2 3/4 inches thick on limited access facilities.

The thickness of the new pavement may be checked by core samples, as determined by the Engineer. The Contractor shall be required to correct any deficiency either by replacing the full thickness; or overlaying the area as directed by the Engineer. County inspection shall be performed and all base failures shall be corrected prior to asphalt installation.

Type SP 19.0 - May not be used in the final (top) structural layer.

C. ADDITIONAL REQUIREMENTS: The following requirements also apply to fine Type SP Asphalt Concrete mixtures:

1. A minimum 1 1/2 inch initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).
2. When construction includes the paving of adjacent shoulders (5 feet wide or less), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.
3. Use the minimum and maximum layer thicknesses as specified in 1.2 B above unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased 1/2 inch, unless shown differently in the plans.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

Meet the material requirements specified in FDOT Standard Specifications Division III. Specific references are as follows:

Superpave PG Asphalt Binder or Recycling Agent – Sections 916-1, 916-2
Coarse Aggregate, Stone, Slag or Crushed Gravel – Section 901
Fine Aggregate – Section 902

Aggregates utilized on Escambia County projects must be in accordance with FDOT Qualified Products List

2.2 GRADATION REQUIREMENTS

Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this Specification and conform to the gradation requirements at design as defined in Table 1 below. Aggregates from various sources may be combined.

Table 1 Aggregate Gradation Control Points (Gradation Design Ranges)						
	Type SP Asphalt Mixture (Percent Passing)					
	SP 9.5		SP 12.5		SP 19.0	
Sieve Size	Min.	Max.	Min.	Max.	Min.	Max
1 inch	-	-	-	-	100	-
3/4 inch	-	-	100	-	90	100
1/2 inch	100	-	90	100	-	90
3/8 inch	90	100	-	90	-	-
No. 4	-	90	-	-	-	-
No. 8	32	67	28	58	23	49
No. 200	2	10	2	10	2	8
For additional information, refer to AASHTO M-323-04, Table 3						

2.3 RESTRICTED ZONE

The gradation identified in 2.2 shall pass above the restricted zone specified in Table 2 below.

Table 2 Aggregate Gradation Restricted Zone (Design Only)						
Sieve Size within Restricted Zone	Boundaries of Restricted Zone Type SP Asphalt Mixture (Percent Passing)					
	SP 9.5		SP 12.5		SP 19.0	
	Min.	Max.	Min.	Max.	Min.	Max
No. 4	-	-	-	-	-	-
No. 8	47.2	47.2	39.1	39.1	34.6	34.6
No. 16	31.6	37.6	25.6	31.6	22.3	28.3
No. 30	23.5	27.5	19.1	23.1	16.7	20.7
For additional information, refer to AASHTO M-323-04, Table 4						

2.4 AGGREGATE CONSENSUS PROPERTIES

- A. Meet the following consensus properties at design for the aggregate blend:
 1. Coarse Aggregate Angularity: When tested in accordance with ASTM D 5821, meet the coarse aggregate angularity requirement defined in Table 3 below.

Table 3 Coarse Aggregate Angularity Criteria (Minimum Percent Fractured Faces)				
	Depth of Top of Pavement Layer From Surface			
	≤4 inches		>4 inches	
	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)
	85	80	60	-
For additional information, refer to AASHTO M-323-04, Table 5				

2. Fine Aggregate Angularity: When tested in accordance with AASHTO T-304, meet the fine aggregate angularity requirement defined in Table 4 below.

Table 4 Fine Aggregate Angularity Criteria		
	Depth of Top of Pavement Layer From Surface	
	≤4 inches	>4 inches
	Minimum Uncompacted Void Content (%)	Minimum Uncompacted Void Content (%)
	45	40
For additional information, refer to AASHTO M-323-04, Table 5		

3. Flat and Elongated Particles: When tested in accordance with ASTM D 4791, use a ratio of maximum to minimum dimensions of 5:1 and do not exceed 10% as the maximum amount of flat and elongated particles.

2.5 USE OF RECLAIMED (MILLED) ASPHALT PAVEMENT

- A. General Requirements: Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture subject to the following:
1. The Contractor assumes responsibility for the design of asphalt mixes which incorporate RAP as a component material.
 2. For design purposes, the Contractor assumes responsibility for establishing accurate specific gravity values for the RAP material. This may be accomplished by one of the following methods:
 - a. Calculation of the bulk specific gravity value based upon the effective specific gravity of the RAP, determined on the basis of the asphalt binder content and maximum specific gravity. The Engineer and/or Engineer of Record will

Exhibit "Q"

approve the estimated asphalt binder absorption value used in the calculation.

- b. Testing of the extracted aggregate obtained through a vacuum extraction or ignition oven extraction.
3. The amount of RAP material used in the mix is not to exceed 50% by weight of total aggregate.
4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture.

If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not taken immediately, plant operations should be stopped.

5. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles that are soft or conglomerates of fines.
6. Provide RAP, having minimum average asphalt content of 4.0% by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.
- B. Binder for Mixes with RAP: Select the appropriate binder based on the table below. The Engineer and/or Engineer of Record reserves the right to change binder type and grade at design based on the characteristics of the RAP binder, and reserves the right to make changes during production. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises. Obtain a sample of the mixture for the Engineer within the first 1,000 tons and at a frequency of approximately one per 4,000 tons of mix.

Binder Grade for Mixes Containing RAP	
% RAP	Asphalt Binder Grade
<20	PG 67-22
20-29	PG 64-22
≥ 30	Recycling Agent
Note: When a PG 76-22 Asphalt Binder is called for in the Contract, limit the amount of RAP material used in the mix to a maximum of 15%.	

PART 3 - GENERAL COMPOSITION OF MIXTURE

3.1 GENERAL

Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the approved mix design. Aggregates from various sources may be combined.

3.2 MIX DESIGN

- A. Design the Type SP asphalt mixture in accordance with AASHTO PP-28, except as noted herein, to meet the requirements of this Specification. Use only previously approved designs. Prior to the production of any Type SP asphalt mixture, submit the proposed mix design with supporting test data indicating compliance with all Type SP asphalt mix design criteria.

The Engineer and/or Engineer of Record will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the Engineer and/or Engineer of Record will no longer allow the use of the mix design.

1. Grading Requirements: Meet Gradation Design Ranges in PART 2.
2. Gyratory Compaction: Compact the design mixture in accordance with AASHTO TP-4. Use the number of gyrations as defined in the table below.

Type SP Design Gyratory Compactive Effort			
	N_{initial}	N_{design}	N_{maximum}
SP Mixes	7	75	115

3. Volumetric Criteria: Use an air void content of the mixture at design of 4.0% at the design number of gyrations (N_{design}). Meet the requirements of the table below.

Mixture Densification Criteria			
	% G_{mm}		
	N_{initial}	N_{design}	N_{maximum}
SP Mixes	≥ 89.0	96.0	≤ 98.0

Exhibit "Q"

4. VMA Criteria: Meet the requirements of the table below for Voids in the Mineral Aggregate (VMA) of the mixture at the design number of gyrations.

VMA Criteria	
Type Mix	Minimum VMA (%)
SP 9.5	15.0
SP 12.5	14.0
SP 19.0	13.0

5. VFA Criteria: Meet the requirements of the table below for voids filled with asphalt (VFA) of the mixture at the design number of gyrations.

VFA Criteria	
	Design VFA (%)
SP Mixes	65 - 75

6. Dust Proportion: Use an effective dust-to-binder ratio as defined in FDOT Section 334-3.2.5.
7. Moisture Susceptibility: Provide a mixture (4 inch specimens) having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (dry and unconditioned) of 100 psi.
8. Additional Information: In addition to the requirements listed above, provide the following information with each proposed mix design submitted for use:
 - a. The design number of gyrations (N_{design}).
 - b. The source and description of the materials to be used.
 - c. The FDOT source number product code of the aggregate components furnished from an FDOT approved source.
 - d. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation in handling and processing as necessary.
 - e. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly -No. 200 [-75 μm]) should be accounted for and identified for the applicable sieves.

Exhibit "Q"

- f. The bulk specific gravity value for each individual aggregate (and RAP) component as identified in the FDOT aggregate control program.
- g. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
- h. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature (per 30-6.3). Do not exceed a target temperature of 340°F for modified asphalts and 315°F for unmodified asphalts.
- i. Evidence that the completed mixture conforms to all specified physical requirements.
- j. The name, seal, and/or certification of the Mix Designer.

3.3 REVISION OF MIX DESIGN

During production, the Contractor may request a target value revision to a mix design, subject to: (1) the target change falls within the limits defined in the table below, (2) appropriate data exists demonstrating that the mix complies with production air voids specification criteria, and (3) the mixture gradation meets the basic gradation requirements defined in 2.2 and 2.3.

Limits for Potential Adjustments to Mix Design Target Values	
Characteristic	Limit from Original Mix Design
No. 8 sieve and Coarser	± 5.0%
No. 16 sieve	± 4.0%
No. 30 sieve	± 4.0%
No. 50 sieve	± 3.0%
No. 100 sieve	± 3.0%
No. 200 sieve	± 1.0%
Asphalt Binder Content (1)	± 0.3%
(1) Reductions to the asphalt binder content will not be permitted if the VMA during production is lower than 1.0% below the design criteria.	

Submit all requests for revisions to mix designs, along with supporting documentation, to the Engineer. In order to expedite the revision process, the request for revision or discussions on the possibility of a revision may be made verbally, but must be followed up by a written request. The initial mix design will remain in effect until a change is authorized by the Engineer and/or Engineer of Record. In no case may the effective date of the revision be established earlier

than the date of the first communication between the Contractor and the Engineer regarding the revision.

A new design mix will be required for any substitution of an aggregate product with a different aggregate code, unless approved by the Engineer and/or Engineer of Record.

3.4 PAVING EQUIPMENT

A. Mechanical Spreading and Screeding Equipment:

1. General: Provide mechanical spreading and screeding equipment of an approved type that is self-propelled and can be steered. Equip it with a receiving and distribution hopper and a mechanical screed. Use a mechanical screed capable of adjustment to regulate the depth of material spread and to produce the desired cross-section.
2. Automatic Screed Control: For all asphalt courses, placed with mechanical spreading and finishing equipment, equip the paving machine with automatic longitudinal screed controls of either the skid type, traveling stringline type, or non-contact averaging ski type. Ensure that the length of the skid, traveling stringline, or non-contact averaging ski is at least 25 feet. On the final layer of base, overbuild, structural, and friction courses, use the joint matcher in lieu of the skid, traveling stringline, or non-contact averaging ski on all passes after the initial pass. Furnish a paving machine equipped with electronic transverse screed controls when required by the Contract Documents.
3. Inflation of Tires: When using paving machines equipped with pneumatic tires, the Engineer may require that the tires be ballasted.
4. Screed Width: Provide paving machines on full width lanes that have a screed width greater than 8 feet. Does not use extendable screed strike-off devices that do not provide preliminary compaction of the mat in place of fixed screed extensions. The Contractor may use a strike-off device on irregular areas that would normally be done by hand and on shoulders 4 feet or less in width. When using the strike-off device on shoulders in lieu of an adjustable screed extension, the Contractor must demonstrate the ability to obtain an acceptable texture, density, and thickness. When using an extendable screed device to extend the screed's width on the full width lane or shoulder by 24 inches or greater, an auger extension, paddle, or kicker device is required unless the Contractor provides written documentation from the manufacturer that these are not necessary.

5. Motor Graders: Provide two motor graders for spreading widening courses with prior approval from the Engineer only. Use motor graders that are rated at not less than 6 tons and are self-propelled and power-controlled. Mount them on smooth tread or rib-type tires (no lug types allowed) with a wheel base of at least 15 feet. Equip the front motor grader with a spreader box capable of spreading the mix at the required rate.
6. Rollers:
 - a. Steel-Wheeled Rollers: Provide compaction equipment capable of meeting the density requirements described in these Specifications. Provide a tandem steel-wheeled roller weighing a minimum of 8 tons for seal rolling, and for the final rolling, use a separate roller with a minimum weight of 8 tons. Variations from these requirements shall be approved by the Engineer.
 - b. Traffic Rollers: Provide compaction equipment capable of meeting the density requirements described in these specifications. Provide a self-propelled, pneumatic-tired traffic roller equipped with at least seven smooth-tread, low pressure tires, equipped with pads or scrapers on each tire. Maintain the tire pressure between 50 and 55 psi or as specified by the manufacturer. Use rollers with a minimum weight of 6 tons. Do not use wobble-wheeled rollers. Variations from these requirements shall be approved by the Engineer.
 - c. Prevention of Adhesion: Do not allow the mixture to adhere to the wheels of any rollers. Do not use fuel oil or other petroleum distillates to prevent adhesion. Do not use any method which results in water being sprinkled directly onto the mixture.
7. Trucks: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down.
8. Coring Equipment: Furnish a suitable saw or drill for obtaining the required density cores.
9. Hand Tools: Provide the necessary hand tools such as rakes, shovels, etc., and a suitable means for keeping them clean.

PART 4 - CONTRACTOR'S PROCESS CONTROL

4.1 GENERAL

- A. Personnel: Provide qualified personnel (certified technician) for sampling, testing (by certified lab), and/or sign-off by P.E., and inspection of materials and construction activities. Ensure that qualifications are maintained during the course of sampling, testing and inspection.

Construction operations that require a qualified technician must not begin until the Department verifies that the technician is on the CTQP (Construction Training Qualification Program) list of qualified technicians. The CTQP lists are subject to satisfactory results from periodic Independent Assurance evaluations.

- B. Calibration of the Gyratory Compactor: Calibrate the Gyratory Compactor in accordance with the manufacturer's recommendations prior to producing the mixture for any project. Check the height calibration, the speed of rotation; ram pressure and angle of gyration.
- C. Plant Testing Requirements: During the initial production of a mix design, test mix to ensure proper performance and provide results to the department.
- D. Roadway Testing Requirements: Areas that demonstrate concerns of the mix design quality or poor/improper compaction efforts may be subject to additional coring and testing as seen fit by the Engineer.
- E. Extraction Gradation Analysis: Sample the asphalt mixture at the plant and perform extraction test prior to asphalt being delivered to project. The percent asphalt binder content of the mixture will be determined in accordance with FM 5-563 (ignition oven). The gradation of the extracted mixture will be determined in accordance with FM 1-T 030. All test results will be shown to the nearest 0.01. All calculations will be carried to the nearest 0.001 and rounded to the nearest 0.01. All results shall be provided to the department prior to placement of asphalt on any project.

Run an extraction gradation analysis on the mixture at a minimum frequency of once per 1,000 tons or a maximum of four consecutive days of paving, which ever comes first.

The target gradation and asphalt content will be as shown on the mix design. Any changes in target will require a change in the mix design.

If the percentage of asphalt binder deviates from the optimum asphalt binder content by more than 0.55%, or the percentage passing any sieve falls outside the limits in the table below, immediately resample the mix

and test to validate the previous test result, and if needed, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in the table for any sieve, notify the Engineer and take immediate steps to identify and correct the problem, then resample the mix. If the results from this test deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in the table for any sieve, stop plant operations until the problem has been corrected.

Tolerances for Quality Control Tests (Extraction Gradation Analysis)	
Size	Percent Passing
1 inch	7.0
3/4 inch	7.0
1/2 inch	7.0
3/8 inch	7.0
No. 4	7.0
No. 8	5.5
No. 16	5.0
No. 30	4.5
No. 50	4.5
No. 100	3.0
No. 200	2.0

- F. Volumetric Control: During production of the mix, monitor the volumetric properties of the Type SP asphalt mix with a Type SP Gyratory Compactor to determine the air voids, VMA, VFA, and dust-to-effective asphalt binder ratio (dust proportion) at N_{design} .

Take appropriate corrective actions in order to maintain an air void content at N_{design} between 3.0 and 5.0% during production. When the air void content at N_{design} drops below 2.5 or exceeds 5.5%, stop plant operations until the appropriate corrective actions are made and the problem is resolved to the satisfaction of the Engineer and/or Engineer of Record. Evaluate any failing material in accordance with Part 6.

Determine the volumetric properties of the mixture at a minimum frequency of once per production day when the daily production is less than 1,000 tons. If the daily production exceeds 1,000 tons, monitor the volumetric properties two times per production day.

During normal production, volumetric properties of the mixture will not be required on days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons.

Testing required for volumetric property determination includes AASHTO TP-4, FM 1-T 209, FM 5-563 and FM 1-T 030. Prior to testing samples in accordance with AASHTO TP-4 and FM 1-T 209, condition the test-sized sample for one hour at the compaction temperature in a covered container.

- G. Plant Calibration: At or before the start of mix production, perform an extraction gradation analysis of the mix to verify calibration of the plant. The sample tested at the start of any project may be utilized for this requirement.
- H. Process Control of In-Place Compaction: Develop and implement a method to control the compaction of the pavement and ensure its compliance with the minimum specified density requirements. The department may require the use of a nuclear gauge to test areas suspected of not having proper compaction. Other density measuring devices may be used in lieu of the nuclear density gauge, provided that it is demonstrated to the satisfaction of the Engineer and/or Engineer of Record that the device can accurately measure the relative level of density in the pavement on a consistent basis.

PART 5 - ACCEPTANCE OF THE MIXTURE

5.1 GENERAL

The asphalt mixture will be accepted based on one of the following methods as determined by the Engineer and/or Contract Documents:

1. Certification by the Contractor
2. Certification and Process Control Testing by the Contractor
3. Acceptance testing by the Engineer
4. Other method(s) as determined by the Contract

5.2 CERTIFICATION BY THE CONTRACTOR

Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with these specifications.

5.3 CERTIFICATION AND PROCESS CONTROL TESTING BY THE CONTRACTOR

Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with these specifications, along with supporting test data documenting all process control testing. Utilize an Independent Laboratory as approved by the Engineer for the Process Control testing.

5.4 ACCEPTANCE TESTING BY THE ENGINEER

A. Acceptance at the Plant:

1. The asphalt mixture will be accepted, with respect to gradation and asphalt binder content, based on the results from the start up test. However, any load or loads of mixture which, in the opinion of the Engineer and/or Engineer of Record, are unacceptable for reasons of excessive segregation, aggregates improperly coated, or of excessively high or low temperature will be rejected for use in the work.
2. Acceptance Procedures: Control all operations in the handling, preparation, and production of the asphalt mix so that the percent asphalt binder content and the percents passing the No. 8 and No. 200 sieves will meet the targets from the mix design within the tolerances shown in the table below.

Tolerances for Acceptance Tests	
Characteristic	Tolerance*
Asphalt Binder Content	±0.55%
Passing No. 8 Sieve	±5.50%
Passing No. 200 Sieve	±2.00%
*Tolerances for sample size of n=1.	

Calculations for the acceptance test results for asphalt binder content and gradation (percentages passing the No. 8 and No. 200 sieves) will be shown to the nearest 0.01. Calculations for arithmetic averages will be carried to the 0.001 and rounded to the nearest 0.01.

Payment will be based on the acceptance of the project by the Engineer.

B. Acceptance of the Roadway:

1. Density Control: The in-place density of any questionable section of a course of asphalt mix will be evaluated by the use of a nuclear gauge and/or by the testing of 6 inch diameter roadway cores.

The Engineer will not perform density testing on leveling courses, open-graded friction courses, or any course which does not show

signs of poor/improper compaction efforts. In addition, density testing will not be performed on the following areas when they are less than 1,000 feet in length: crossovers, intersections, turning lanes, acceleration lanes or deceleration lanes. Compact these courses (with the exception of open-graded friction courses) in accordance with the appropriate rolling procedure as specified in these specifications or as approved by the Engineer.

2. Acceptance: The completed pavement will be accepted with respect to overall ride, overall appearance, and overall yield as determined by the Engineer or Engineer of Record.

Areas of question may be tested with a nuclear gauge or by the testing of the density of the cores, as determined by the engineer.

3. Additional Density Requirement: On shoulders with a width of 5 feet or less, Compact the pavement in accordance with the rolling procedure (equipment and pattern) as specified herein or as approved by the Engineer. Stop the production of the mix if the rolling procedure deviates from the approved procedure.
4. Surface Tolerance: The asphalt mixture will be accepted on the roadway with respect to surface tolerance by the use of a 15ft rolling straight edge. The department will determine if the use of a straight edge test is warranted. Unevenness of the course shall not vary more than plus or minus 3/16 inch in 15 feet.

5.5 ADDITIONAL TESTS

The Department reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control.

PART 6 - DISPOSITION OF FAILING MATERIAL

Any material that is represented by failing test results will be evaluated to determine if removal and replacement is necessary. Remove and replace any material, if required, at no cost to the Department. The evaluation will be conducted by the Engineer and/or Engineer of Record. If so directed, obtain an engineering analysis, as directed by the Engineer, by the independent laboratory (as approved by the Engineer) to determine if the material can (a) remain in place, for this case the appropriate pay factor will be applied, or (b) be removed and replaced at no cost to the Department. The analysis will be a signed and sealed report by a Professional Engineer licensed in the State of Florida.

PART 7 – MEASUREMENT/PAYMENT

7.1 METHOD OF MEASUREMENT

For the work specified under this Section the quantity to be paid for will be the in-place measurement of the area in square yards unless otherwise stated in the project plan details.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

7.2 BASIS OF PAYMENT

Price and payment will be full compensation for all the work specified under this section.

END OF SECTION 02500

SECTION 02510 – ASPHALT RUBBER MEMBRANE INTERLAYER
(ARMI) CRACK RELIEF

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Construct an asphalt rubber membrane interlayer composed of a separate application of asphalt rubber binder covered with a single application of aggregate.
- B. GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specification for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

PART 2 - MATERIALS

- A. Asphalt Rubber Binder: Use ARB-20 meeting the requirements of FDOT *Standard Specification Section 336*.
- B. Cover Material: Use Size No. 6 stone, slag, or gravel meeting the requirements of FDOT *Standard Specification Section 901*.

PART 3 - EQUIPMENT

- A. Power Broom: Provide a power broom, for cleaning the existing pavement, capable of removing all loose material from the surface.
- B. Spreading Equipment: Provide a self-propelled aggregate spreader that can be adjusted to accurately apply the cover material at the specified rate and that spreads the material uniformly.
- C. Rollers: Provide self-propelled, pneumatic-tired traffic type rollers equipped with at least 7 smooth tread, low-pressure tires, and capable of carrying a gross load of at least 8 tons. Maintain a minimum tire inflation pressure of 90 psi, or as specified by the manufacturer, such that the air pressure in no two tires varies more than 5 psi. Load the traffic roller as directed by the Engineer.
- D. Mixing Equipment: Use mixing equipment for asphalt rubber binder designed for that purpose and capable of producing and maintaining a homogeneous mixture of rubber and asphalt cement at the specified temperature.
- E. Pressure Distributor: Use a pressure type distributor to apply asphalt rubber binder capable of maintaining a homogeneous mixture of rubber

and asphalt cement at the specified temperature and consistently apply the material in a uniform manner.

PART 4 - CONTRACTOR'S QUALITY CONTROL

Provide the necessary quality control of the asphalt rubber binder and construction in accordance with the Contract requirements. Provide in the Quality Control Plan procedures for monitoring and controlling of rate of application. If the rate of application varies by more than 5% from the rate set by the Engineer and/or County/CEI in accordance with 4.6 herein, immediately make all corrections necessary to bring the spread rate into the acceptable range. The Engineer and/or County/CEI may take additional measurements at any time. The Engineer and/or County/CEI will randomly check the Contractor's measurement to verify the spread rate.

PART 5 - PREPARATION OF ASPHALT RUBBER BINDER

Combine the materials as rapidly as possible for such a time and at such a temperature that the consistency of the binder approaches that of a semi-fluid material. Use the time and temperature for blending of the asphalt rubber binder as specified in FDOT Standard Specifications Table 336-1. The Engineer will be the sole judge of when the material has reached application consistency and will determine if an extender oil or diluent is needed for that purpose. After reaching the proper consistency, proceed with application immediately. Never hold the mixture at temperatures over 350°F for more than six hours after reaching that temperature.

PART 6 - CONSTRUCTION PROCEDURE

- A. Preparation of Surface: Prior to application of the asphalt rubber binder, clean the existing pavement as specified in FDOT Standard Specifications 300-5.
- B. Application of Asphalt Rubber Binder: Apply the asphalt rubber binder only under the following conditions:
 - 1. The air temperature is above 50°F and rising.
 - 2. The pavement is absolutely dry.
 - 3. The wind conditions are such that cooling of the asphalt rubber binder will not be so rapid as to prevent good bonding of the aggregate.

Uniformly apply the asphalt rubber binder, at the rate of 0.6 to 0.8 gal/yd² or as directed by the Engineer and/or County/CEI. Use an application rate based on the unit weight as shown in FDOT Standard Specifications Table 336-1. For conversions to standard 60°F, refer to FDOT Standard

Specifications 300-9. Determine the rate of application after each application operation.

- C. Application of Cover Material: Immediately after application of the asphalt rubber binder, uniformly spread the cover material at a rate of 0.26 and 0.33 ft³/yd² or as directed by the Engineer and/or County/CEI. Determine the application rate at the beginning of each day's production, and as needed to control the operation, a minimum of twice per day. Maintain an application rate such that the pavement is covered uniformly with aggregate, and is one aggregate layer thick. For the cover material, use aggregate that is reasonably free of any adherent coatings and that does not contain excessive moisture. Immediately after the application of cover material, check the surface to ensure a uniform distribution of cover material and a smooth surface.

Do not separate the application of the asphalt rubber binder and the application of the cover material by more than 300 feet, unless approved by the Engineer.

- D. Rolling: In order to ensure maximum embedment of the aggregate, cover the entire width of the mat immediately by traffic rollers. For the first coverage, provide a minimum of three traffic rollers in order to accomplish simultaneous rolling in echelon of the entire width of the spread.

After initial rolling, immediately correct all portions of the completed surface that the Engineer and/or County/CEI deem are defective (not properly covered by aggregates, fat spots, excessive free aggregate, etc.)

Following the first coverage, make additional coverages with traffic rollers as directed by the Engineer and/or County/CEI.

- E. Traffic Control: For the normal sequence of construction operations, place the first course of asphalt concrete overlay over the membrane prior to opening to traffic.

PART 7 - UNACCEPTABLE ASPHALT RUBBER MEMBRANE INTERLAYER

If the asphalt rubber membrane interlayer is unacceptable due to incorrect blending, application rate, or not meeting the requirements of this Section, or damaged prior to placement of the asphalt concrete layer, remove and replace it as directed by the Engineer and/or County/CEI at no additional cost to the Department. Do not apply excessive amounts of asphalt rubber binder.

PART 8 - PLACEMENT OF ASPHALT CONCRETE OVERLAY

Ensure that the thickness and temperature of the initial layer of asphalt concrete placed on top of the asphalt rubber membrane interlayer are such that the overlay bonds to the interlayer and the underlying layer without voids or

excessive binder. Core the asphalt overlay as directed by the Engineer and/or County/CEI to evaluate the binder and aggregate spread rates, as well as the effectiveness of the asphalt concrete overlay in producing a well-bonded interlayer.

PART 9 – MEASUREMENT/PAYMENT

9.1 METHOD OF MEASUREMENT

- A. Asphalt Rubber Membrane Interlayer: The quantity to be paid for will be plan quantity, in square yards, completed and accepted.
- B. Bituminous Material (Asphalt Rubber Binder-Interlayer): The quantity will be the volume, in gallons, determined as provided in FDOT Standard Specifications 300-8.
- C. Submittal of Certification of Quantities for Bituminous Material: Prepare a Certification of Quantities for the quantity of bituminous material placed and accepted. Submit this certification to the Engineer no later than twelve-o'clock noon Monday after the monthly estimate cutoff date or as directed by the Engineer. The certification must include the Contract Number, County Project Number, and period represented by the Certification.

9.2 BASIS OF PAYMENT

- A. Asphalt Rubber Membrane Interlayer: Price and payment will be full compensation for all work specified in this Section, including furnishing cover materials, handling, spreading, rolling, bituminous material, and other incidental work necessary to complete this item.
- B. Bituminous Material (Asphalt Rubber Binder-Interlayer): Payment will be included in the price of the asphalt rubber membrane interlayer and will be full compensation for furnishing asphalt cement, ground tire rubber, blending and handling.
- C. Payment Items: Payment will be made determined by the square yards of in-place product accepted.

END OF SECTION 02510

SECTION 02580 – HOT IN-PLACE RECLAIMED ASPHALT AND RESURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including general and supplementary conditions and other specification sections, apply to work of this section. The standards Specifications referenced in this section refer to the *FDOT Standard Specifications for Road and Bridge Construction Section 327, Latest Edition*.
- B. *Section 2500 "Superpave Asphalt Concrete Pavement"*

1.2 DESCRIPTION OF WORK

This work consists of rehabilitating the surface layer of the existing asphalt roadway to a depth of one inch and placing a layer of new Hot Mix Asphalt Concrete (HMAC) material over the rehabilitated surface. This will be accomplished with a specially designed machine in a simultaneous process of heating, scarifying, applying an asphalt rejuvenating agent (emulsifier), thoroughly re-mixing and reshaping the existing surface, and application of the final overlay. The overlay of the new HMAC placed over the rejuvenated layer of existing asphalt, shall be in compliance with the lines, grades, thickness and typical cross section established by the County Engineer or Designee. The machine that heats, scarifies, rejuvenates, and remixes must also lay the recycled asphalt material, as well as lay the new HMAC material. The County Engineer or his /her designee will provide the list of streets and surface selected for this application. Additional pre-heaters may be required to achieve the specified depth, as directed by the County Engineer or Designee.

PART 2 - MATERIALS

2.1 MATERIAL

- A. Asphalt Recycling Agent (Emulsifier): The County Engineer or designee will approve the asphalt- recycling agent. The recycling agent used to restore the plasticity of the existing asphaltic pavement shall be an emulsified agent. The recycling agent shall meet the requirements of ECR 1 or equal. A manufacturer's certification shall be submitted to the County for the recycling agent.
- B. Hot Mix Asphaltic Concrete (HMAC): The current holder of the Escambia County material term contract will deliver concrete material used for the new surface to the site. The Delivery of the new HMAC will be coordinated with the HMAC supplier by the selected recycling contractor.

PART 3 - JOB CONDITIONS

3.1 JOB CONDITIONS

- A. Weather limitation for this work shall be a minimum of 50° F and rising.
- B. Prior to the repaving operation, the pavement shall be cleaned so as to be reasonably free from sand, dirt and other deleterious substances that would affect the quality of the recycled mix. No separate payment shall be made for this requirement.
- C. Existing manholes, water valves boxes, junction boxes, etc. that do not conform to the finished pavement grades shall be adjusted to finish grade.
- D. The Contractor shall be responsible for protecting the areas adjacent to the work from damage. (Heat, etc.)

PART 4 - EQUIPMENT

4.1 EQUIPMENT

- A. All tools, equipment, and machinery shall be maintained in satisfactory working condition and shall be subject to the approval of the County Engineer.
- B. Repaving Machine: The machine shall be an approved, self-contained, self propelled, automated unit that heats, scarifies (or mills), automatically applies recycling agent at a uniform rate determined by the County Engineer or Designee, thoroughly mixes, redistributes and levels the existing asphalt to the specified depth, and lays the new HMA material overlay. The new HMA must be laid within 30 seconds after the scarification begins to ensure a hot monolithic bond with the recycled asphalt pavement. The machine shall also be capable of reworking the material around manholes and other obstacles; the machine shall be capable of adding and mixing the recycling agent evenly and shall be equipped with a leveling blade and screed for re-grading of the existing asphaltic concrete surface.
- C. Pre-heater: This unit shall be hooded to prevent damage to adjacent property, including trees shrubs and landscaping. The heating hood shall be capable of heating the pavement surface to a minimum temperature of 225 degrees F, not to exceed 325 degrees F. This will allow for scarification to the required depth without breaking the aggregate particles or charring the pavement surface.
- D. Scarifying and Milling units shall be automatically controlled units in order to control the depth of penetration and to clear utility manholes and other obstructions. The depth of scarification shall be directed by the County

Engineer or Designee. Note: Scarifying depth may vary in range from 3/4 of one inch to 1½ inches.

- E. Recycling Agent Applicator: This system shall be automatically controlled; the recycling agent must be applied to the scarified material at a uniform rate (determined by the County Engineer or Designee.) The application rate shall be synchronized with the machine's forward speed to maintain a tolerance within $\pm 5\%$ of the specified rate.
- F. Receiving hopper and Conveying System: The machine shall consist of a hopper and conveyor system to collect and transport the new HMA to the finishing unit without segregation of the new material.
- G. Recycling Unit: The machine shall consist of a system that mixes and redistributes and levels the scarified material over the width being processed to produce a uniform cross-section of recycled material. The recycling screed shall be heated and have crown control, and be capable of redistributing the recycled material to the desired longitudinal grade and transverse cross section.
- H. Finishing unit: The machine shall have an automatic controlled screed to produce a surface conforming to the surface thickness as required by the Engineer or Designee. The thickness of the surface course lift shall not exceed 2 inches. This unit shall be capable of applying the new HMA to a uniform longitudinal profile and cross slope of 1/4 inch per foot. The finishing screed must be heated and capable of electronically controlling the cross slope, and applying the new HMA to produce a uniform surface and texture.
- I. Rollers: Rolling equipment shall be of sufficient type and weight to compact the new HMA and the recycled material to the required density as specified in Section 2500. Sufficient numbers of rollers (2 minimum) shall be furnished to keep up with the operation. All rolling should be completed before the temperature of the new HMA drops below 190 F.

PART 5 - TRAFFIC CONTROL

5.1 Traffic Control

- A. Temporary pavement markings shall conform to Requirements of Section 04040 Pavement Markings or the County Engineer or Designee.
- B. Maintenance of Traffic: Suitable methods shall be used by the contractor to protect the new asphalt surface from all types of vehicular traffic without damage. Opening to traffic does not constitute acceptance of work. Conform to requirements of Section 04060 "Maintenance of Traffic".
- C. The Contractor will maintain at least one-way traffic and shall provide

effective Traffic Control at all times. Two-Lane traffic shall be maintained wherever possible.

- D. No interruption of access to property shall be made unless prior arrangements acceptable to the occupant or owner of the affected property have been made and approved with the County Engineer or Designee.
- E. Submit to the County Engineer or designee for approval a Traffic Control Plan in accordance with Section 04060.

PART 6 - EXECUTION

- A. Notify County Engineer or designee at least 48 hours prior to commencement of any paving operation.
- B. The heating unit shall produce sufficient heat to soften the pavement uniformly without burning or charring the existing asphalt pavement.
- C. The process shall produce a welded, longitudinal joint, the standing edge of the adjoining asphalt pavement shall be fully heated to a width of at least 2 inches beyond the width to be scarified and recycled.
- D. Immediately following heating of the pavement, the existing surface shall be scarified (milled) to the specified depth. The machine shall have the capability of maintaining a recycled mat with a minimum temperature of 190°F and a maximum temperature of 225°F throughout the repaving operation.
- E. Due to the varying locations and properties of the existing asphalt pavement, the following adjustments shall be made if required and directed by the County Engineer or Designee.
 - 1. Depth of scarification may be varied as needed to correct existing slopes and grades.
 - 2. Application rate for the recycling agent may be adjusted as necessary to maintain a uniform mixture.
 - 3. Spot leveling may be necessary as directed by the County Engineer or Designee.
 - 4. If required by the County Engineer or Designee, Arrow boards and Message Boards shall be required. No additional pay item will be paid for these traffic control devices after contract is awarded.

F. CLEANUP

The Contractor will keep the work site free from accumulations of waste

material, rubbish and debris from the Contractor's performance of the scope of work resulting from the use of all tools, construction equipment, and machinery, and surplus materials, and will leave the site clean and ready for use. The Contractor will restore to their original condition those portions of the work site, such as staging and stockpile areas, not designed for alteration as contained in the Contract Documents. This will include returning the area to the proper grade and slope as well as replacing sod, if so required by the County Engineer or Designee.

PART 7 - QUALITY CONTROL

The County Engineer or Designee has the option of when and where tests may be taken to check if the surface is in compliance with thickness, smoothness, etc. and meets requirements of the specifications as directed by the County Engineer or Designee and as outlined in Section 2500-Superpave Asphalt Concrete Pavement.

Contractor will assign a Quality Control Supervisor to the project. This person will work in conjunction with the County's Representative.

PART 8 - MEASUREMENT/PAYMENT

8.1 METHOD OF MEASUREMENT

- A. The accepted quantities of asphalt pavement surface recycled will be measured and paid by the square yard. Pay item, Hot In-Place Recycling-Square Yard unit price.
- B. Asphalt recycling agent will be measured by the gallon used in place as determined by the Engineer, or designee and the job Supervisor. Pay item, Emulsifier - Gallon
- C. New HMAC will be measured by the tons used in place. Pay item, HMAC - Tons

8.2 BASIS OF PAYMENT

- A. Price and payment will be full compensation for all work specified in this Section.
- B. No separate payment for traffic control will be made.
- C. Spot leveling will be paid for by the measured square yards under the unit price for Hot-In-Place Recycling.

END OF SECTION 02580

SECTION 02600 - STORMWATER SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, specifically 2300, 3300, and *Design Standard Indexes*, apply to this Section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Sections 425, 430 and 530, Latest Edition*. Work shall comply with requirements of FDOT Specs as modified herein.
- C. GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred here in, or otherwise listed in this document

1.2 SUMMARY

This Section includes stormwater system piping and appurtenances. All labor, material, equipment, appurtenances, services, and other work or costs necessary to construct the facilities and place them into operation shall be furnished by the Contractor.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract.
- B. Shop drawings for drainage pipe, pre-cast concrete storm drainage manholes and catch basins, including frames, covers, and grates.
- C. Shop drawings for cast-in-place concrete or field-erected masonry storm drainage manholes and catch basins, including frames and covers.

1.4 QUALITY ASSURANCE

- A. Environmental Compliance: Comply with applicable portions of local, state, and federal environmental agency regulations pertaining to stormwater systems impacts.
- B. Utility Compliance: Comply with local utility regulations and standards pertaining to relocation, clearances, etc related to installation of stormwater systems.
- C. Quality control to adhere to QA/QL Plan.

1.5 PROJECT CONDITIONS

Site Information: Perform site inspection, research public utility records, and verify existing utility locations. Verify that stormwater system piping may be installed in compliance with design plans and referenced standards. Locate existing stormwater system piping and structures that are to be abandoned and closed as per 3.8 this section.

1.6 SEQUENCING AND SCHEDULING

- A. Notify the County Inspector assigned to the subdivision or project coordinator assigned to project prior to pouring backfilling or form work.
- B. Coordinate connection to existing private and public drainage system with Owner and/or County.
- C. Coordinate with adjacent utilities work.

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 PIPE

Meet the following requirements of *FDOT Specifications, Latest Edition*:

Reinforced Concrete Pipe	Section 449
Round Rubber Gaskets	Section 942
Corrugated Steel Pipe & Pipe Arch	Section 943
Corrugated Aluminum Pipe & Pipe Arch	Section 945
Corrugated Polyethylene Pipe	Section 948
Polyvinyl Chloride (PVC)	Section 948

2.1.2 MANHOLES

- A. Precast Concrete Manholes: Per FDOT Standard Specification 425-5 and ASTM C 478, precast reinforced concrete, of depth indicated with provision for rubber gasket joints.
- B. Cast-in-Place Manholes: Per FDOT Standard Specification 425 Cast reinforced concrete of dimensions and with appurtenances indicated.
- C. Manhole Frames and Covers: Construct Per FDOT Standard Specification 425-3.2 and Standard Indexes. All units shall bear the lettering "STORM SEWER" cast into cover. All proposed substitutes must have equal or greater opening sizes and weights.

2.1.3 INLETS

- A. Precast Concrete Catch Basins Inlets: Construct per FDOT Standard Specification 425-5.
- B. Cast-in-Place Inlets: Construct per FDOT Standard Specification 425 to dimensions and with appurtenances indicated.
 - 1. Bottom, Walls, and Top: Reinforced concrete.
 - 2. Channel and Bench: Concrete.
- C. Inlet Frames and Grates: Per FDOT Standard Specification 425-3.2 & Standard Indexes. All units shall bear the lettering "STORM SEWER" cast into cover.

2.1.4 END TREATMENT

General: Head wall, apron, and mitered ends, per FDOT Standard Specification 430-4.6.

2.2 CONCRETE AND REINFORCEMENT

- A. Concrete: Portland cement mix, 3,000 psi; shall be in accordance with Section 03300.
 - 1. Cement: ASTM C 150, Type II.
 - 2. Fine Aggregate: ASTM C 33, sand.
 - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
 - 4. Water: Potable.
- B. Reinforcement: Steel conforming to the following:
 - 1. Fabric: ASTM A 185, welded wire fabric, plain.
 - 2. Reinforcement Bars: ASTM A 615, Grade 60, deformed.
- C. Forms:
 - 1. Form Materials: Plywood, metal, metal-framed plywood, or other acceptable panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces without distortion or defects. Material shall be of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal.
 - 2. Form Release Agent: Provide commercial formulation form-release agent with a maximum of 350 mg/l volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments

of concrete surfaces. Release agent to be within allowable volatile limits according to applicable local, state and federal codes.

2.3 MASONRY

Materials for accessories shall be per FDOT Standard Specification 949. Mortar shall be one part Portland cement and three parts masonry sand to which shall be added lime putty in the amount of 50% of the volume of cement. Special commercial mortar mixes may be used if approved by the Engineer. All masonry materials shall conform to the latest applicable ASTM specifications. Set all masonry units in full beds of mortar, with full joints and strike all joints flush. Masonry reinforcements shall be galvanized Dur-O-Wal, or approved equal, and shall be installed at every other bed joint. Hollow block shall be poured solid with re-bar as designed.

2.4 CURING MATERIALS

Conform to FDOT Standard Specification 520-8.

2.5 BEDDING STONE

Subbase or base materials meeting requirements of FDOT Standard Specification 530-2.3.

PART 3 - EXECUTION

3.1 EXCAVATIONS FOR MANHOLES, INLETS, AND PIPE

Excavation shall be sufficient enough to leave at least 12 inches in the clear between their outer surfaces and the embankment. Excavation for all structures shall be made to the dimensions and elevations indicated on the drawings. Where the excavation is made below the indicated elevations, the excavation shall be restored to the proper elevation with compacted suitable material without extra compensation.

3.2 PREPARATION OF FOUNDATION FOR BURIED STORMWATER SYSTEMS

- A. Grade trench bottom to provide a smooth, firm, stable, and rock-free foundation, throughout the length of the pipe.
- B. Remove unstable, soft, and unsuitable materials at the surface upon which pipes are to be laid, and backfill with bedding stone per FDOT Standard Specification 530-2.3 to indicated level.
- C. Shape bottom of trench to fit bottom of pipe. Fill unevenness with tamped sand backfill. Dig bell holes at each pipe joint to relieve the bells of all loads and to ensure continuous bearing of the pipe barrel on the foundation.

3.3 PIPE INSTALLATION

- A. Drawings (plans and details) indicate the general location and arrangement of the underground stormwater system piping. Location and arrangement of piping layout takes into account many design considerations. Install the piping as indicated, to the extent practical. Deviations shall be at the approval of the Engineer and/or County/CEI.
- B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert, unless approved otherwise by the Engineer and/or County/CEI. Place bell ends of piping facing upstream. When installing gaskets, seals, sleeves, and couplings, follow manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.

The pipe shall be carefully examined for defects and the inside cleaned. After placing pipe in the ditch, the ends shall be wiped free from all dirt, sand and foreign material. All pipe and joints shall be made, handled, and installed in strict accordance with the manufacturer's recommendations and instructions. Install pipe in accordance with FDOT Standard Specification 430.

- C. Install piping pitched down in direction of flow, at minimum slope per plans and in accordance with manufacturer's recommendations, specifications, and design plans.
- D. Boring: Install pipe under streets or other obstructions that cannot be disturbed, by boring, jacking, or a combination of both. These methods of installation are not allowed for newly paved roadways under the 2-year warranty period. Utility conduit should be installed prior to paving.
- E. All RCP joints shall be sock/filter wrapped prior to backfilling unless a manufacturer recommended coupling is used.
- F. Field repairs of pipeline shall be in strict accordance with manufacturer's recommendations and specifications.
- G. Pipe Cover: Shall be 1' (including) bell, or as specified by Engineer and/or County/CEI.
- H. Pipe Size: Minimum Pipe size shall be 18" diameter or equivalent or as specified by County.

3.4 MANHOLES

- A. General: Install manholes complete with accessories as indicated. Form continuous concrete or split pipe section channel and benches between inlets and outlet. Set tops of frames and covers flush with finish surface where manholes occur in pavements. Elsewhere, set tops 3 inches above finished grade, unless otherwise indicated.
- B. Place precast concrete manhole sections as indicated, and install in accordance with ASTM C 891.
- C. Construct cast-in-place manholes as indicated.
- D. Provide rubber joint gasket complying with ASTM C 443 at joints of sections; or apply bituminous mastic coating at joints of sections.

3.5 INLETS

- A. Construct inlets to sizes and shapes indicated per FDOT Standard Specification 425-6, or County detail.
- B. Set frames and grates to elevations indicated.

3.6 OUTFALL STRUCTURES

- A. Pipe systems shall be utilized for primary outfall of retention/detention areas.
- B. Weirs and flumes will not be acceptable for use as primary pond outfall structures or to primarily route stormwater to retention/detention areas at the end of down-gradient roadways.

3.7 END TREATMENT

Construct End Treatment per FDOT Standard Specification 430-4.6.

3.8 STORMWATER SYSTEM BACKFILL

Place and compact backfill material in accordance with Section 02300 and FDOT specification 125-8.

3.9 CLOSING ABANDONED STORMWATER SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping that is indicated to remain in place. Provide sufficiently strong closures to withstand hydrostatic or earth pressure that may result after ends of abandoned utilities have been closed and grout filled with non-shrink grout.

1. Close open ends of concrete pipe or structures with not less than 8-inch-thick brick masonry bulkheads and grout fill.
 2. Close open ends of other piping with plastic plugs, or other acceptable methods suitable for size and type of material being closed. Wood plugs are not acceptable.
- B. Abandoned Structures: Remove structure and close open ends of the remaining piping or remove top of structure down to not less than 3 feet below final grade; fill structure with stone, rubble, gravel, compacted dirt, or flowable fill to within 1 foot of top of structure remaining, and fill with concrete.

3.10 FIELD QUALITY CONTROL

- A. Refer to Section 03300 for Concrete Testing and 02300 for Earthwork Testing.
- B. Cleaning: Interior of piping and structures shall be cleared of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.
1. In large, accessible piping, brushes and brooms may be used for cleaning.
 2. Place plugs in ends of uncompleted pipe at end of day or whenever work stops.
 3. Flush piping between manholes, to remove collected debris.
- C. Interior Inspection: Inspect piping to determine whether line displacement or other damage has occurred.
1. Make inspections after pipe between manholes has been installed, cleaned and approximately 2 feet of backfill is in place, and again at completion of project. Each section of pipe between structures is to show from either end on examination, a full circle of light. Each appurtenance to the system shall be of the specified size and form, to be neatly and substantially constructed, with the top set permanently to exact position and grade.
 2. If inspection indicates poor alignment, debris, displaced pipe, infiltration, or other defects, correct such defects and re-inspect. All repairs shown necessary by the inspections are to be made, broken, cracked, or punctured pipe replaced, all deposits removed and the pipe left true to line and grade as herein specified, or shown on the plans, entirely clean and free from abnormalities and

ready for use at no additional expense to the County.

3. All storm pipes will be subject to video camera inspection by County staff.

D. Trench Backfill Around and Above Pipe:

1. In each compacted backfill layer, perform density test as specified in Section 02300.
2. Other tests may be required at Engineer's and/or County/CEI's discretion.

- E. Clean Up: Before final inspection and acceptance, the Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, to as good as condition as existed before work started. All trenches shall be leveled and loose material removed from pavement gutters, sidewalks, pipelines, and inlet sediment traps, employing hand labor, if necessary.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be (1) the number of inlets, manholes, end walls, mitered end sections, flared end sections, junction boxes, and yard drains, including fittings and appurtenances, completed and accepted; (2) length of pipe to the nearest foot of type specified; and (3) the number of structures of these types (including also valve boxes and monument boxes) satisfactorily adjusted.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for finishing all materials and completing all work described herein or shown in the plans, including all clearing and grubbing outside the limits of clearing and grubbing as shown in the plans, all excavation except the volume included in the measurement designated to be paid for under the items for the grading work on the project, all backfilling around the structures, the disposal of surplus material, and the furnishing and placing of all the gratings, frames, covers, and any other necessary fittings.

END OF SECTION 02600

SECTION 02800 - FENCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction* (FDOT Specs), *Section 550, Latest Edition, and Design Standard Index 802* (Chain Link.) Work shall comply with requirements of FDOT Specs as modified herein.
- C. GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction*, Latest Edition, *Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

1.2 SUMMARY

- A. This Section includes, but is not limited to, the following:
 - 1. Chain link fence
 - 2. Farm Fence
 - 3. Wood privacy fence
- B. Where existing fences are to be relocated, but existing materials are deteriorated or damaged, fencing shall be replaced in kind or as specified by the Engineer and/or County/CEI.

1.3 PROJECT CONDITIONS

- A. Traffic: Conduct fencing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities and to minimize disturbance of the activities of adjacent property owners. Do not close or obstruct streets, walks, or other occupied or used facilities without prior approval.
- B. Security: Do not leave any fence unfinished or incomplete which might allow the escape of livestock or household pets, access to a private/public pool or pond, etc without temporary measures in place during construction.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver material in manufacturer's original packaging with all tags and labels intact and legible.
- B. Handle and store material in such a manner as to avoid damage.

PART 2 - PRODUCTS

2.1 CHAIN LINK FENCING:

Chain link fence shall meet the requirements of FDOT Standard Index 802.

2.2 GATES

- A. Swing Gates: Per FDOT Standard Index 802 as modified herein, construct of 1.625" o.d. steel pipe galvanized in accord with ASTM A-53 and weighing 2.27 pounds per lineal foot. Provide gates more than 8 feet wide with either intermediate members or diagonal truss rods. Provide gates less than 8 feet wide with truss rods or intermediate braces. Arrange latches for padlocking to provide accessibility from both sides of the gate. Where a double swing gate is called out, Construct Concrete Anchor rod Base 8" in diameter and 4" deep flush with top of ground. Opening in base for rod shall accommodate standard size in accordance with manufacturer and shall be PVC or galvanized steel pipe.
- B. Slide Gates: shall be constructed per FDOT Index 803.

2.3 ACCESSORIES

Post Tops: pressed steel, or malleable iron. Where top rail is used, provide post tops to permit passage of top rail.

2.4 FARM FENCING:

Farm Fencing shall meet the requirements of FDOT Index 801.

2.5 WOOD PRIVACY FENCE:

- A. Where existing fences are to be relocated, but existing materials are deteriorated or damaged, fencing shall be replaced in kind or as specified by the Engineer and/or County/CEI.
- B. Shall be constructed as per industry standard with proper clearance below fence so as not to impede stormwater flow.

PART 3 - EXECUTION

3.1 CHAIN LINK FENCING:

Chain link fence shall meet the requirements of FDOT Standard Index 802.

- A. Drill holes for post footings in firm, undisturbed or compacted soil.
- B. Place concrete around posts in a continuous pour, tamp for consolidation. Check each post for vertical and top alignment.
- C. Set Keepers, stops, sleeves and other accessories into concrete as required.
- D. Topping of the fence with barbed wire shall not be included unless specifically shown on the plans.

3.2 INSTALLATION:

- A. Brace Assemblies: install braces so posts are plumb when diagonal rod is under proper tension.
- B. Tension Wire: install tension wires before stretching fabric and tie to each post with ties or clips.
- C. Fabric: pull fabric taut 2 inches above grade level and tie to posts, rails, and tension wires. Attach fabric to terminal or gateposts by a stretcher bar and clip to other framework so that fabric remains in tension after pulling force is released.
- D. Hinge gates to swing through 180 degrees from closed to open.

3.3 FARM FENCING:

- A. General installation shall be in accordance with FDOT Index 801 as modified herein.
- B. Fence shall be installed with wire side to the private property side.
- C. Topping of the fence with barbed wire shall not be included unless existing farm fence includes barbed wire topping.

3.4 WOOD PRIVACY FENCING:

Shall be constructed as per industry standard with proper clearance below fence so as not to impede stormwater flow.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. GENERAL

The quantities to be paid for will be either the number of gates, the length of each type of fence, the number of corner post assemblies, constructed and accepted or the length of each type of fence with all other items necessary for construction as incidental. In addition, extra payment will be made, for additional lengths of post approved by the Engineer and/or County/CEI.

B. MEASUREMENT OF FENCE LENGTH

The length of fence to be paid for will be measured along the bottom of the fabric, out-to-out of end posts, in the completed and accepted fence. Measurement for Resetting Fence will be the actual length of existing fence reset, including gates when applicable.

C. CORNER POST ASSEMBLIES, PULL, AND END POST ASSEMBLIES

The number of corner post assemblies and of pull and end post assemblies to be paid for will be the number of such post assemblies constructed and accepted.

4.2 BASIS OF PAYMENT

A. BASIC ITEMS OF FENCING

The contract unit price will be full compensation for all work and materials necessary for the complete installation, including line posts, but not including the corner, end, and pull posts and the assemblies thereof.

B. ITEMS OF POST ASSEMBLIES

The Contract unit prices for the items of Corner Post Assemblies and Pull and End Post Assemblies will include the posts and the complete assemblies therewith for each such item. Approach posts and brace posts will be considered as part of the assembly of the corner, end, or pull post serves as a brace in more than one horizontal line.

C. PAYMENT RATES FOR EXTRA-LENGTH POSTS

For any length of posts in excess of the standard length for each particular type of post, approved by the Engineer as provided above, payment will be made for each foot in excess of the standard length at the percentage of the Contract unit price per foot for the item of Fencing, as shown in the

Exhibit "Q"

following schedule.

Additional Payment for Each Foot of Post in Excess of the Standard Length (in percent of Contract Unit Price for Fencing):

Total Post Length	Steel and Aluminum Posts	Recycled Plastic & Timber Posts
Standard up to 14 ft.	50%	60%
Over 14 ft., up to 20 feet	60%	80%
Over 20 ft.*	*	*

*When the length of post exceeds 20 feet, the work of finishing and installing such posts and the costs incidental thereto will be paid for as unforeseeable through a change order.

The standard length of steel, recycled plastic and aluminum posts will be the required length as indicated in the plans for each type and case. The above provisions for extra length payment will apply to end, corner and pull posts.

The payment for additional length of post will include the cost of additional concrete to extend concrete bases, as applicable.

D. GATE PAYMENT

The quantities to be paid for will be full compensation for all labor, materials, posts and associated hardware for the complete installation of the type gate specified in the plans, and accepted by the Engineer and/or County/CEI.

END OF SECTION 02800

SECTION 02900 - GRASSING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specifications Sections apply to this Section.
- B. FDOT Section 570 and Section 981
- C. GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specification for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

1.2 SUMMARY

Extent of grassing work is as specified or shown on the construction plans. Sodded areas disturbed during construction shall be re-sodded to match existing. Areas disturbed beyond specified construction area shall be sodded, at no additional expense, either to match existing or as per Engineer and/or County/CEI direction.

1.3 SUBMITTALS

See paragraph 1.9 A *Quality Control/Quality Assurance Submittals*, Section 1300.

1.4 DELIVERY AND STORAGE

- A. General: Seed, fertilizer, sod and other grassing materials shall be stored under cover and protected from damaged which would make them unacceptable for use.
- B. Seed: All seed shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of invitation for bids. All seed shall be furnished in sealed standard containers, unless exception is granted in writing. Seed, which has become wet, moldy, or otherwise damaged in transit or in storage, shall not be used.
- C. Fertilizer: Fertilizer shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer, which becomes caked or otherwise damaged, making it unsuitable for use, shall not be used.

- D. Sod: Do not use sod which has been cut (stripped) for more than 48 hours. Stack all sod that is not planted 24 hours after cutting and maintain proper moist condition.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Lime: Lime shall be ground limestone (Dolomite) containing not less than 85 percent of total carbonates, and shall be ground to such a fineness that 50-percent will pass a 100-mesh sieve and 90-percent will pass a 20-mesh sieve.
- B. Fertilizer: Apply fertilizer at the following rates:
 10-10-10 1000 lbs/acre=0.2 lbs/sq yd
 13-13-13 770 lbs/acre=0.16 lbs/sq yd
- C. Seed: Apply seed at the rate as specified:

GRASS SEEDING RATES (Lbs/Ac)								
TYPE OF SEED	ZONE I				ZONE II			
	COASTAL*		INLAND		COASTAL*		INLAND	
	Mar.- Nov.	Nov.- Mar.	Mar.- Nov.	Nov.- Mar.	Mar.- Nov.	Nov.- Mar.	Mar.- Nov.	Nov.- Mar.
PERMANENT GRASSES								
Unhulled Bermuda**		90		20		90		20
Hulled Bermuda**	60		15		60		15	
Bahia (Argentine or Pensacola)			180	180			180	180
QUICK GROWING GRASS								
Annual Rye Grass		90		90		90		90
TOTAL POUNDS PER ACRE	60	180	195	290	60	180	195	290
* Locations where salt sensitive plants may be adversely affected by high concentrations of salt in soils, water, or air. This may include seaside locations, low-lying areas subjected to periodic saltwater inundation from storms or high tides, or where salt intrusion into groundwater supply has occurred.								
** Bermuda shall not be used in areas adjacent to existing or proposed landscaping.								
NOTE: All seeding shall be performed meeting the requirements of Section 570 of the Standard Specifications								

Activities such as clearing, grading, and excavating that will disturb one or more acres of land require coverage under the Generic Permit for Stormwater Discharge from Large and Small Construction Activities from the Florida Department of Environmental Protection, and implementation of appropriate pollution prevention measures to minimize erosion and sedimentation. Please refer to the National Pollutant Discharge Elimination System (NPDES) Permit.

- D. Mulch: The mulch material shall be dry straw or hay, consisting of oat, rye, or wheat straw, or of pangola, peanut, coastal Bermuda or Bahia grass, hay or compost; and shall be free from noxious weeds and plants. Any plant officially listed, as being noxious or undesirable by any Federal Agency, any agency of the State of Florida or any local jurisdiction in which the project is being constructed shall not be used. Furnish to the engineer, prior to incorporation onto the project, a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the Mulch materials are free of noxious weeds. Any such noxious plant or plant part found to be delivered shall be removed by the Contractor at his expense. Only undeteriorated mulch, which can readily be cut into the soil, shall be used. The "air-dry" weight (as defined by the Technical Association of the Pulp and Paper Industry, for wood cellulose) shall be marked on each package by the producer. Apply at the following rate:

Mulch: 2 ton/acre= 1.0 lbs/sq yds

- E. Sod: All sod shall be healthy Centipede Sod unless otherwise required. Sod shall be strongly rooted, free of weeds and undesirable grasses and capable of providing vigorous growth and development when planted. Sod shall match existing species where restoration is required as a result of the Contractor's work.

PART 3 - EXECUTION

3.1 REQUIREMENTS

All areas disturbed by the Contractor's operations, shall be grassed, unless otherwise noted.

3.2 PLANTING SEED Shall be in accordance with FDOT Section 570-3.2 and 981-2

- A. Grading: Areas to be grassed shall be graded to remove depressions, undulations, and irregularities in the surface before grassing. Adhere to grades as shown on plans.
- B. Tillage: The area to be grassed shall be thoroughly tilled to a depth of four inches using a plow and disc harrow or rotary tilling machinery until a

suitable bed has been prepared and no clods or clumps remain larger than 1½ inches in diameter. Remove sticks, roots, and rubbish.

- C. Applying Lime: The pH of the soil shall be determined. If the pH is below 5.0, sufficient lime shall be added to provide a pH between 5.5 and 6.5. The lime shall be thoroughly incorporated into the top three to four inches of the soil. Lime and fertilizer may be applied in one operation.
- D. Applying Fertilizer: Fertilizer shall be applied in accordance with the rates specified in Part 2, and shall be thoroughly incorporated into the top three to four inches of soil before sod is installed. FDOT Section 982.
- E. Seed and Mulch: Apply in accordance with the rates specified in Part 2.
- F. Maintenance: Maintenance shall begin immediately following the last operation of grassing and continue until final acceptance. Maintenance shall include watering, mowing, replanting, and all other work necessary to produce a uniform stand of grass, all at the contractor's expense.

3.3 PLANTING SOD: Shall be in accordance with FDOT Section 570-3.3 and 981-3.1

- A. Use Centipede sod (*Eremochloa ophiuroides*) unless otherwise required. The sod shall have a thick mat of roots (minimum 2") with enough adhering soil to assure growth. Apply sod within 48 hours of stripping. Protect sod against drying and breaking of rolled strips.
- B. Placement: Prepare the ground by loosening the soil. Place sod on the prepared soil to form a solid mass with tightly fitted joints. Ensure the butt ends and sides of sod strips do not overlap. Stagger strips to avoid a continuous downhill seam. Tamp or roll lightly to ensure contact with subgrade. Tamp the outer edges of the sodded area to produce a smooth contour. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass. Water sod thoroughly with a fine spray immediately after planting.
- C. Watering: Keep sod continuously moist to a depth below the root zone for three weeks after placement. If there is no water available to the site, the Contractor shall provide the water,. Do not water in excess of 1" (one inch) per square yard per week for establishment.
- D. Clean-Up: All excess soil, excess grass materials, stones, pallets and other waste shall be removed from the site daily and not allowed to accumulate. All paved areas shall be kept clean at all times.
- E. Maintenance: Maintain sod by watering, fertilizing, weeding, mowing, trimming and other operations such as rolling, re-grading, and re-planting as required to establish a lawn free of eroded or bare areas and

acceptable to the Engineer and/or County/CEI. Where inspected work and materials do not comply with requirements, replace rejected work and continue maintenance until re-inspected by Engineer and/or County/CEI and found to be acceptable. Remove rejected materials promptly from the project site. FDOT Section 570-4.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be for the following items, completed and accepted: square yards of seeding, square yards of seeding and mulching, , and square yards of sodding.

4.2 BASIS OF PAYMENT

Prices and payments will be full compensation for all work and materials specified in this Section.

END OF SECTION 02900

SECTION 03300 – PORTLAND CEMENT CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction* (FDOT Specs), *Section 346, 347, 350, 400, & 522, Latest Edition*.

GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

1.2 SUMMARY

This Section includes concrete work for the following:

- 1. Roadways
- 2. Parking lots
- 3. Curbs and gutters
- 4. Walkways
- 5. Pads
- 6. Flumes
- 7. Curb Ramps
- 8. Cast in Place Structures. Shall conform to FDOT Section 400, latest edition

1.3 SUBMITTALS

- A. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, joint systems, curing compounds, dry-shake finish materials, and others if requested by Engineer and/or County/CEI.
- B. Design mixes for each class of concrete. Include revised mix proportions when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Material certificates in lieu of material laboratory test reports when permitted by Engineer and/or County/CEI. Material certificates shall be signed by manufacturer and Contractor certifying that each material item complies with or exceeds requirements. Provide certification from

admixture manufacturers that chloride content complies with requirements.

1.4 PROJECT CONDITIONS

- A. Traffic Control: Comply with requirements of Section 04060, "Maintenance of Traffic."
- B. Utilize flagmen, barricades, warning signs and warning lights as required, as shown on plans, or as directed by the Engineer and/or County/CEI.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Concrete shall conform to requirements of FDOT Specs, Section 346, 347, & 522 for curbs, gutters, sidewalks, structures and miscellaneous concrete.
- B. Concrete for pavement shall conform to requirements of FDOT Specs, Section 350.
- C. Curb Ramps shall conform to FDOT Standard Index 304.

2.2 REINFORCING MATERIALS

- A. Reinforcing Bars and Tie Bars: ASTM A 615, Grade 60, deformed.
- B. Welded Steel Wire Fabric: ASTM A 185.
 - 1. Furnish in flat sheets, not rolls.
- C. Deformed-Steel Welded Wire Fabric: ASTM A 497.
- D. Fabricated Bar Mats: Welded or clip-assembled steel bar mats, ASTM A 184. Use ASTM A 615, Grade 60 steel bars, unless otherwise indicated.
- E. Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 60. Cut bars true to length with ends square and free of burrs.
- F. Hook Bolts: ASTM A 307, Grade A bolts, internally and externally threaded. Design hook bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- G. Supports for Reinforcement: Chairs, spacers, dowel bar supports and other devices for spacing, supporting, and fastening reinforcing bars,

welded wire fabric, and dowels in place. Use wire bar-type supports complying with CRSI specifications. Use supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I (Class I).
 - 1. Use one brand of cement throughout Project.
 - 2. All concrete shall develop a 28-day compressive strength of 3000 psi for Class 1 concrete non-structural (NS). If any concrete should fail to meet the strength requirement the structure shall be removed as necessary to remove the defective concrete and shall then be rebuilt at the Contractor's expense.
- B. Fly Ash: ASTM C 618, Type F.
- C. Normal-Weight Aggregates: ASTM C 33, Class 4, and as follows. Provide aggregates from a single source.
 - 1. Maximum Aggregate Size: 1-1/2 inches.
 - 2. Do not use fine or coarse aggregates that contain substances that cause spalling.
 - 3. Local aggregates not complying with ASTM C 33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Engineer.
- D. Water: Potable.
- E. Fiber Reinforcement: Synthetic fibers engineered and designed for secondary reinforcement of concrete slabs, complying with ASTM C 1116, Type III.

2.4 ADMIXTURES

- A. Provide concrete admixtures that contain not more than 0.1 percent chloride ions.
- B. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
- C. Water-Reducing Admixture: ASTM C 494, Type A.
- D. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.

- E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
- F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

2.5 CONCRETE MIX

- A. Prepare design mixes for each type and strength of normal-weight concrete per FDOT Standard Specification 346-6.2. Use a qualified independent testing laboratory for preparing and reporting proposed mix designs. Do not use the Owner's field quality-control testing laboratory as the independent testing laboratory.
- B. Fiber Reinforcement: Add to mix at rate of 1.5 lb per cu. yd., unless manufacturer recommends otherwise.
- C. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, project conditions, weather, test results, or other circumstances warrant.

2.6 CONCRETE MIXING

Ready-Mixed Concrete: Comply with requirements of FDOT Standard Specifications 346-7.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION FOR CONCRETE PAVEMENT

- A. Proof-roll prepared base or subgrade surface to check for unstable areas and verify need for additional compaction. Do not begin concrete work until such conditions have been corrected and are ready to receive paving.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install sufficient forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- B. Check completed formwork and screeds for grade and alignment to following tolerances:

1. Top of Forms: Not more than 1/8 inch in 10 feet.
 2. Vertical Face on Longitudinal Axis: Not more than 1/4 inch in 10 feet.
- C. Clean forms after each use and coat with form release agent as required ensuring separation from concrete without damage.

3.3 PLACING REINFORCEMENT

- A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for placing and supporting reinforcement. Comply with FDOT Section 350-7.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces. Maintain minimum cover to reinforcement.
- D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction. Use of chairs is required. Welded wire fabric shall not be "pulled" to center of slab.
- E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities or replace units as required before placement. Set mats for a minimum 2-inch overlap to adjacent mats.

3.4 JOINTS

- A. General: Construct control (contraction) joints, construction, and isolation joints true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to the centerline, unless indicated otherwise. When joining existing paving, place transverse joints to align with previously placed joints, unless indicated otherwise.
- B. Control (Contraction) Joints: Control joints are grooved, formed, or sawed into sidewalks, driveways and concrete pavements so that cracking will occur in these joints vice randomly. If not specified on drawings, intervals shall be not greater than 10 feet or less than 5 feet. Construct control

joints for a depth equal to at least 1/4 of the concrete thickness, as follows:

1. Tooled Joints: Form contraction joints in fresh concrete by grooving and finishing each edge of joint with a radiused jointer tool.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into hardened concrete when cutting action will not tear, abrade, spawl or otherwise damage surface and before development of random contraction cracks.
 3. Inserts: Form contraction joints by inserting premolded plastic, hardboard, or fiberboard strips into fresh concrete until top surface of strip is flush with paving surface. Radius each joint edge with a jointer tool. Carefully remove strips or caps of two-piece assemblies after concrete has hardened. Clean groove of loose debris.
- C. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than ½ hour, unless paving terminates at isolation joints.
1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless indicated otherwise. Embed keys at least 1-1/2 inches into concrete.
 2. Continue reinforcement across construction joints unless indicated otherwise.
- D. Expansion Joints: Form expansion joints of preformed joint filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
1. Locate expansion joints at intervals of 30 feet, unless indicated otherwise or directed by Engineer and/or County/CEI.
 2. Extend joint fillers full width and depth of joint, not less than ½ inch or more than 1 inch below finished surface where joint sealant is indicated. Place top of joint filler flush with finished concrete surface when no joint sealant is required.
 3. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.
 4. Protect top edge of joint filler during concrete placement with a

metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

- E. Filler and Sealants: Submit specifications to Engineer for approval.
- F. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one half of dowel length to prevent concrete bonding to one side of joint.

3.5 CONCRETE PLACEMENT

- A. Comply with requirements of FDOT Standard Specification 350-8 for placing concrete.
- B. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place. No concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. Deposit concrete as nearly as practical to its final location to avoid segregation. When concrete placing is interrupted for more than ½ hour, place a construction joint.
- C. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- D. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, floating, or tamping. Use equipment and procedures to consolidate concrete complying with FDOT Standard Specifications 350-9.
- E. Screed paved surfaces with a straightedge and strike off. Use bull floats or darbies to form a smooth surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces prior to beginning finishing operations.
- F. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer or use bonding agent if acceptable to Engineer and/or County/CEI.
- G. Curbs and Gutters: Shall be constructed in accordance with FDOT Specs. When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required

cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete.

- H. Slip-Form Pavers: When automatic machine placement is used for paving, submit revised mix design and laboratory test results that meet or exceed requirements. Produce paving to required thickness, lines, grades, finish, and jointing as required for formed paving. Compact subgrade of sufficient width to prevent displacement of paver machine during operations.
- I. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength, or sufficient strength to carry loads without damage or injury.
- J. Cold-Weather Placement: Comply with provisions of FDOT Standard Specifications 346.7.4. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
- K. Hot-Weather Placement: Place concrete complying with FDOT Standard Specification 346.7.5 and as specified when hot weather conditions exist.

3.6 CONCRETE FINISHING

- A. Float Finish: Begin floating when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Finish surfaces to true planes within a tolerance of 1/8 inch in 10 feet as determined by a 10-foot-long straightedge placed anywhere on the surface in any direction. Cut down high spots and fill low spots. Refloat surface immediately to a uniform granular texture.
 - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across concrete surface perpendicular to line of traffic to provide a uniform fine line texture finish.
 - 2. Tine Finishes: Apply to curb cut ramps and other areas as noted on the drawings. Finish shall be applied by an approved hand method and shall consist of transverse grooves which are 0.03 to 0.12 inch in width and 0.10 to 0.15 inch in depth, spaced at approximately 1/2 inch center to center.
- B. Final Tooling: Tool edges of paving, gutters, curbs, and joints formed in fresh concrete with a jointing tool to the following radius. Repeat tooling of edges and joints after applying surface finishes. Eliminate tool marks

on concrete surfaces. Radius: ½ inch.

3.7 CONCRETE PROTECTION AND CURING

General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with the recommendations of FDOT Standard Specification 350-11 curing.

3.8 QUALITY CONTROL TESTING

- A. A qualified, accredited testing and inspection laboratory, under the direction of a Professional Engineer, licensed in the State of Florida, shall sample materials, perform tests, and submit test reports during concrete placement as follows:
 - 1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94. All concrete should be sampled by ACI certified technicians.
 - a. Slump: ASTM C 143; one test at point of placement for each compressive-strength test but no less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
 - b. Air Content: ASTM C 231, pressure method; one test for each compressive-strength test but no less than one test for each day's pour of each type of air-entrained concrete.
 - c. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each set of compressive-strength specimens.
 - d. Compression Test Specimens: ASTM C 31; one set of four standard cylinders for each compressive- strength test, unless directed otherwise. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.
 - e. Compressive-Strength Tests: ASTM C 39; one set for each day's pour of each concrete class, plus one set for each additional 50 cu. yd. Test one specimen at 7 days, two specimens at 28 days, and retain one specimen in reserve for earlier or later testing if required. Class I Concrete NS compression test specimens cylinders are not required, except as directed by County/CEI.
 - f. Contractor shall replace materials removed for testing

purposes. Should any work or materials fail to meet the requirements set forth in the plans and specifications, contractor shall pay for retesting of same.

2. Basis for acceptance of concrete will be per FDOT Section 346-8 through 346-11.
- B. Test results will be reported in writing to Engineer, concrete manufacturer, and Contractor, copy County/CEI, within 24 hours of testing. Reports of compressive strength tests shall contain the Project identification name and number, date and location of concrete placement, name of concrete testing laboratory, concrete type and class, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day and 28-day tests.
- C. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
- D. Additional Tests: The testing laboratory will make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Engineer. Testing laboratory may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

3.9 REPAIRS AND PROTECTION

- A. Remove and replace concrete work that is broken, damaged, or defective, or does not meet the requirements of this Section.
- B. Drill test cores where directed by Engineer and/or County/CEI when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory concrete areas with Portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from concrete pavement for at least 14 days after placement. When construction traffic is permitted, maintain concrete as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete work free of stains, discoloration, dirt, and other foreign material. Sweep concrete paving not more than 2 days prior to date scheduled for Substantial Completion inspections.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the plan quantity, in square yards, of Plain Cement Concrete Pavement, Reinforced Cement Concrete Pavement, square yards of sidewalk, and linear feet of curb and/or gutter.

4.2 JOINTS AND CRACKS

The Contractor shall include the cost for Cleaning and Sealing Joints in the cost of the newly constructed pavement for: (1) transverse and longitudinal joint construction for new pavement; and (2) abutting joints between existing pavement and new pavement.

For replacing joint seals and sealing random cracks in existing Portland cement concrete pavement, the quantity to be paid for will be as specified below:

- A. The length of pavement joint that has been satisfactorily cleaned and sealed in existing Portland cement concrete pavement, as determined by field measurement along the joints, will be paid for at the Contract unit price per foot for Cleaning and Resealing Joints.
- B. The length of random cracks in existing Portland cement concrete pavement that have been satisfactorily cut, cleaned, and sealed, as determined by field measurement along the joints, will be paid for at the Contract unit price per foot for Cleaning and Sealing Random Cracks.

4.3 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including any preparation of the subgrade not included in the work to be paid for under another Contract item; all transverse and longitudinal joint construction, including tie-bars and dowel bars; the furnishing of test specimens; repair of core holes; and all incidentals necessary to complete the work.

END OF SECTION 03300

SECTION 03350 – PERVIOUS CONCRETE PAVING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The work to be completed under this contract includes the furnishing of all labor, materials and equipment necessary for the construction of the dual-use system in accordance with the plans and these specifications.

1.2 REFERENCES

- A. Environmental Protection Agency (EPA)
 - 1. Green Infrastructure - Statement of Intent
- B. National Institute of Building Sciences (NIBS)
 - 1. Federal Green Construction Guide for Specifiers
- C. American Concrete Institute (ACI)
 - 1. ACI 305 "Hot Weather Concreting"
 - 2. ACI 306 "Cold Weather Concreting"
 - 3. ACI Flatwork Finisher Certification Program
 - 4. ACI Field Technician Certification Program
- D. American Society for Testing and Materials
 - 1. ASTM C33 "Specification for Concrete Aggregates"
 - 2. ASTM C94 "Specification for Ready-Mixed Concrete"
 - 3. ASTM C150 "Specification for Portland Cement"
 - 4. ASTM C494 "Specification for Chemical Admixtures for Concrete"
 - 5. ASTM C595 "Specification for Blended Hydraulic Cements"
 - 6. ASTM D3385 "Test Method for Infiltration Rate of Soils Using Double-Ring Infiltrometer"
- E. National Ready Mixed Concrete Association (NRMCA)
 - 1. Pervious Concrete Contractor Certification Manual

1.3 QUALITY ASSURANCE

- A. Prior to the award of contract, the proposed contractor must submit evidence of having the appropriate tools, and experience, to accomplish the work. Experience will be based on at least one person, in charge of the crew, being NRMCA Certified as a Pervious Concrete "Craftsman", plus two crew

members being Certified by the NRMCA as Pervious Concrete "Technicians".

1.4 SPECIAL EQUIPMENT

- A. Contractor must show evidence of having the specialized equipment required for the installation of Pervious Concrete Pavements. Pervious Concrete is finished and jointed using three classes of specialized rollers. These rollers consist of form-to-form, steel-pipe rollers which are 8-inches to 12-inches in diameter, and smaller cross-rollers, with tapered edges. A special flanged-roller is used to place control joints in the pervious concrete before the pavement is covered to moist-cure.
- B. Project may require the use of vibratory screeds. These screeds must provide an adjustment for the frequency of vibration.
- C. Project may require the use of a power-sprayer with a "fogging-nozzle" attachment.

1.5 SUBMITTALS

- A. All submittals shall be approved prior to construction.
- B. Plans shall be submitted to the County Engineer's Representative, by the Contractor indicating:
 - 1. Proposed Start Date, sequence of construction, and time of completion, for the scope of work.
 - 2. Proposed locations for all construction-joints, and control joints, in the pavement.
 - 3. Sections and Details showing depths, and types of materials, for all locations in the scope of work.
- C. A one-square-foot section of the proposed filter fabric shall be submitted to the County Engineer's Representative. Information regarding the properties of the material, manufacturer, suggested method of placement and guarantees shall also be submitted with the fabric.
- D. A one-quarter-cubic-foot sample of the proposed washed, crushed-stone/gravel-fill for the infiltration basin (pavement base) shall be submitted to the County Engineer's Representative.
- E. A Mix-Design, showing the weights of all materials, for the proposed pervious concrete pavement shall be submitted to the County Engineer's Representative. It shall be the Contractor's responsibility to become familiar with the properties, and workability, of the proposed mix-design.
- F. Evidence of qualifications of the Contractor, as per the "Quality Assurance" section shall be submitted to the County Engineer's Representative.

1.6 TEST PANELS

A test panel shall be constructed by the Contractor, and approved by the County Engineer's Representative. The test panel shall become the "standard" by which the Contractor's work is judged for completion of work and payment schedules.

- A. The test panel shall be constructed in accordance with the plans and specifications, and shall be a minimum of 225 square-feet. Construction of the test panel shall be accomplished by the same crew, equipment and materials as submitted for approval. The depth of all materials shall be the same as shown on the plans.
- B. The cost of constructing, and removing (if necessary), the test panel shall be included in the contract bid.

PART 2 - MATERIALS

- 2.1 Filter Fabric: The filter fabric shall be a non-woven geotextile fabric suitable for the application, and installed as per the manufacturer's directions.
- 2.2 Infiltration Basin Gravel-Fill: The Infiltration Basin shall be filled with clean (washed) gravel or crushed stone. The stone material shall be a single-size, and have a diameter of from 3/4-inch to 2-inches, and shall comply with ASTM C33. The total depth of the gravel-fill shall be indicated on the plans.
- 2.3 Pervious Concrete: The permeable pavement section shall consist of portland-cement based pervious concrete. Pervious concrete has no ACI or ASTM Specifications. It is therefore recommended that the guidelines for Ready-Mixed Concrete, ASTM C94, be used as a general guideline for the manufacturing and delivery of the pervious concrete. It is the responsibility of the Contractor to work with the local Ready-Mix suppliers to finalize a mix-design that will be acceptable for this project. If the mix-design is new to the local supplier, then at least three trial-batches shall be made before the decision is made to use that particular mix design. Both the Contractor, and the Supplier, must agree on any particular mix design before it is submitted to the County Engineer's Representative.

PART 3 - EXECUTION

- 3.1 Subgrade: The subgrade is defined as the native soil, or finished grade, of any cut-and-fill operation that may be required to bring the soil elevation to proper grade. The top of subgrade is also the bottom of the clean-gravel. The final grade of the top of subgrade shall be flat (no slope), and at the proper elevation to allow for the thickness of the layer of gravel and the pervious concrete pavement. Final compaction of the subgrade shall take into effect the type of soil and permeability requirements, and requirements for pavement support. Compaction should be uniform, and not greater than 95%
- 3.2 Filter Fabric: The filter fabric shall be placed on top of the final grade by the Contractor following the Manufacturer's directions.
- 3.3 Infiltration Basin Gravel-Fill: The placement of the gravel should be done to

minimize destruction of the filter fabric, and over-compaction of the subgrade. Compaction of the gravel is unnecessary.

- 3.4 Pervious Concrete: The Pervious Concrete, including any formwork requirements, placement, jointing and curing, shall be done in accordance with the NRMCA "Pervious Concrete Contractor Certification" guidelines. It is the responsibility of the Contractor to become familiar with the NRMCA document to gain the knowledge required to properly place and finish pervious concrete pavements. The inclusion of the requirements, as set forth in the NRMCA document, becomes an integral part of these specifications.
- 3.5 Testing: The testing requirements for pervious concrete are generally for permeability and durability. Testing of the fresh pervious concrete is a visual test. The Contractor must have the basic knowledge of what constitutes a proper mix by a visual inspection when the material arrives on the jobsite. Traditional tests for fresh concrete, such as slump and air content, and making cylinders & beams for strength tests are not required for pervious concrete.
- 3.6 Maintenance: Maintenance of the paving during construction is the Contractor's responsibility. The pervious concrete pavement should be checked periodically for buildup of trash and debris. Trash and debris should be removed from the pavement by hard-vacuum systems as required. The pavement should be pressure-washed with the residue being removed by wet-vacuuming within seven (7) days of requesting final acceptance by the County Engineer.

END OF SECTION 03350

SECTION 04000 - TRAFFIC CONTROL SIGNS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the work orders, plan sheets, or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:
 - 1. USDOT, Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition.*
 - 2. USDOT, Federal Highway Administration, *Standard Alphabets for Highway Signs and Pavement Markings, Latest Edition.*
 - 3. Florida Department of Transportation, *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Latest Edition.*
 - 4. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, section 700, *Latest Edition.*
- C. GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred here in, or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication and installation of standard and special traffic control signs (warning, regulatory, and guide). The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by County Contract Administrator, shall furnish samples of material and/or shall certify that the

material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the Engineer may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the County Contract Administrator for prior approval.

PART 3 - EXECUTION

3.1 UTILITY SPOTS

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida at least two working days prior to digging or driving posts.

3.2 SIGN INSTALLATION

- A. Signs shall be placed at the locations illustrated and/or specified in the plans or related documents. The soil around the post shall be solidly tamped so that the sign will stand vertically.
- B. If a sign cannot be placed where indicated due to a conflict, the Contractor shall immediately notify the County Contract Administrator. The County Contract Administrator will specify an alternate location.
- C. The date when each sign is installed shall be marked in permanent ink on the rear side of each sign.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantity to be paid for will be plan quantity, unless otherwise provided.

4.2 BASIS OF PAYMENT

Price and payment will constitute full compensation for all work specified in this section. Payment for all items relating to traffic control signs will be included in the lump sum Maintenance of Traffic pay item.

END OF SECTION 04000

SECTION 04020 - POST MOUNTED STREET NAME SIGNS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:
 - 1. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition.*
 - 2. USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings, Latest Edition.*
 - 3. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Section 700, Latest Edition.*
 - 4. FDOT *Design Standards for design, Construction, Maintenance, and utility operations on the State Highway System, Latest Edition.*
 - 5. Escambia County *Standard Details for Street Name Signs, Latest Edition.*

GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication and installation of post mounted street name signs as shown or noted on plans. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense, shall, if requested by County Contract

Administrator, furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the County Contract Administrator for prior approval.

Sign-blades reflective sheeting and posts shall conform to the details for street name signs.

PART 3 - EXECUTION

3.1 GENERAL

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida at least two working days prior to digging or driving posts.

3.2 SIGN LAYOUT AND LEGEND

Letter shape and width of stroke shall comply with FHWA & MUTCD standards. For street name signs, lettering, border and blade dimensions shall be consistent with the County's standard detail for street name signs.

3.3 SIGN INSTALLATION

- A. Signs shall be placed at the typical locations shown in the plans. The soil around the post shall be solidly tamped so that the sign will stand vertically.
- B. If a sign cannot be placed where indicated on the plans due to a conflict, the Contractor shall immediately notify the County Contract Administrator. The County Contract Administrator will specify an alternate location.
- C. The Contractor shall submit a *Fabricate, Install, and Removal Daily Report Sheet* (Exhibit D) of each sign installation placed for inspection by the County Contract Administrator. Contractor shall repair or replace signs deemed unacceptable by the County Contract Administrator at no expense to the County.

3.4 REMOVAL OF SIGNS AND MARKERS

- A. Existing metal street name signs and painted concrete street name markers specified for removal shall be removed from the site, delivered, and unloaded, as directed by the County Contract Administrator.

- B. Holes created by the removal of the signs and markers shall be filled with clean soil, which shall be firmly hand tamped to match the level of the surrounding ground.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be:

1. The number and type of street name sign assemblies plus the number and type of auxiliary signs of each designated class complete.
2. The number of existing metal street name signs and concrete markers removed, relocated, modified, and placed on specified supports, of each designated class of assembly complete.
3. The number of each existing sign panel removed, complete.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs in accordance with the details shown in the plans; including sign panels complete with sheeting, painting, and message; sign posts and supports, footings, excavation, etc.; and all other work specified in this Section, including all incidentals necessary for the complete item.

END OF SECTION 04020

SECTION 04030 – SPAN MOUNTED STREET NAME SIGNS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document.
 - 1. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition.*
 - 2. USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings, Latest Edition.*
 - 3. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Section 700, Latest Edition.*
 - 4. FDOT *Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System, Latest Edition.*

GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication of span mounted signs. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by County Contract Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements except as defined herein. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or

dispose of rejected material, the County Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the County Contract Administrator for prior approval.

2.2 SIGN BLADES

1. 0.125 gauge, 5052-H38 domestic aluminum alloy, 18" in height by various lengths.
2. 0.50' radius rounded corners free of sharp edges.
3. Color and corrosion resistance per Alodine 1200 F treatment or approved equivalent.

2.3 SIGN FACING

The sign facing and legend may be fabricated by any of the following methods and materials:

- A. Green 3M ink silk-screened onto white Diamond grade material.
- B. Scotchlite electronic cuttable film (green) over white Diamond grade material.

PART 3 – EXECUTION

3.1 GENERAL

All street name signs shall be fabricated in accordance with the plans and related documents.

3.2 SIGN LAYOUT & LEGEND

Letter shape and width of stroke shall comply with FHWA & MUTCD standards except as modified below for street names:

A. SIGN LAYOUT

1. Left and right margins shall be at least 2 inches.
2. Border width shall be 1" with 2" radius at all corners.
3. Arrows shall be 4" in height and 8" in length and placed 2" above the lower border.

4. Prefixes and suffixes shall be placed 3" below the upper border.
5. Sign lengths shall be in 6" increments as determined by the legend. Minimum length shall be 48 inches.

B. LETTERS

1. Letters shall be FHWA Series "C", upper and lower case. However, Clearview font should be available upon request.
2. Street Names: Initial letters shall be 12" upper case and subsequent letters shall be 9" lower case. Names shall be centered between the upper and lower borders.
3. Prefixes and suffixes: Initial letters shall be 4" upper case and subsequent letters shall be 3" lower case.
4. Suffixes "nd", "rd", "st", and "th" associated with numbered street names shall be 4" in height and positioned in the upper portion of the primary street name field.

3.3 SIGN INSTALLATION

- A. Signs shall be placed at the typical locations shown in the plans.
- B. If a sign cannot be placed where indicated on the plans due to a conflict, the Contractor shall immediately notify the County Contract Administrator. The County Contract Administrator will specify an alternate location.

3.4 REMOVAL OF SIGNS

Existing metal street name signs specified for removal shall be removed from the site, delivered, and unloaded, as directed by the Engineer.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the number of square- feet of overhead signs span wire mounted, complete.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs in accordance with the details shown in the plans; including sign panels complete with sheeting, painting, and message; and all other work specified in this Section, including all incidentals necessary for the complete item.

END OF SECTION 04030

SECTION 04040 – PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following documents:
 - 1. Florida Department of Transportation *Roadway and Traffic Design Standards*, Indices 17344 through 17359, *Latest Edition*.
 - 2. Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 993, *Latest Edition*.
 - 3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*.

GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction*, *Latest edition*, *Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement marking notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County Contract Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without

delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

2.2 TEMPORARY PAVEMENT MARKINGS

Materials for temporary pavement marking shall meet all requirements of FDOT Specs, Section 710, *Latest Edition*.

2.3 PERMANENT PAVEMENT MARKINGS

Materials for permanent pavement markings shall meet all requirements of FDOT Specs, Section 711, *Latest Edition*.

2.4 REFLECTIVE PAVEMENT MARKERS

Materials for reflective pavement markers shall meet all requirements of FDOT Specifications, Sections 706, *Latest Edition*.

2.5 OBJECT MARKERS AND DELINEATORS

Materials for object markers shall meet all requirements of FDOT Specifications, Sections 705, *Latest Edition*.

2.6 AUDIBLE AND VIBRATORY PAVEMENT MARKINGS

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT Specifications, Sections 701, *Latest Edition*.

PART 3 – EXECUTION

3.1 GENERAL

All pavement markings shall be applied in accordance with FDOT requirements.

3.2 TEMPORARY PAVEMENT MARKINGS

Temporary pavement markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

3.3 PERMANENT PAVEMENT MARKINGS

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to 14 calendar days,

nor later than 30 calendar days, after placement of the final surfaces.

3.4 RETROREFLECTIVITY

The Contractor shall, within thirty days of completion, furnish retroreflectivity readings certifying the materials meet all FDOT requirements as per Part I, 1.1.B.2, Sections 710 and 711.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The engineer or project manager may specify a lump sum or measurement of quantities.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, painted, the area in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to Remove Existing Markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals will not be included in pay quantity.

4.2 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

END OF SECTION - 04040

SECTION 04060 - MAINTENANCE OF TRAFFIC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of the specifications, all materials and work shall conform to the applicable requirements in the following documents:
 - 1. *Florida Department of Transportation Design Standards, Latest Edition.*
 - 2. *Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 102, Latest Edition.*
 - 3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition*, Part 6 Temporary Traffic Controls.
 - 4. *FDOT Minimum Specifications for Traffic control and Devices, Latest Edition.*
- C. GENERAL EXCEPTIONS: Any reference to *FDOT Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

1.2 SUMMARY OF WORK

The work under this section includes the maintenance of traffic within the limits of the project for the duration of construction.

PART 2 – PRODUCTS - Not Used.

PART 3 - EXECUTION

3.1 RESPONSIBILITIES OF CONTRACTOR

- A. Control and maintain traffic and provide for the safety of the work area in accordance with Maintenance of Traffic (MOT) Plan included in the contract documents. In the event no MOT plan is included in the contract documents, Contractor shall provide such plan designed by a certified MOT designer for the County Engineer's/ Traffic Division review and upon

acceptance, Contractor shall comply with all aspects of said plan. Conduct operations in a manner that will not interrupt pedestrian and vehicle traffic except as approved by the County Engineer/Traffic Division. Confine the work area to the smallest area practical to allow the maximum use of the street and sidewalk and to reduce any hazard to vehicles and pedestrians to a minimum.

- B. Maintain access to properties that adjoin the work. Contact property owners and assure that access is coordinated prior to commencing work that may block access.
- C. Furnish all labor, materials, tools, supplies, equipment, and machinery needed to fully comply with the specifications described on the plan sheets and in this Section. At all times, the Contractor shall use workers and traffic control devices necessary to comply with all applicable provisions contained in the reference documents listed in Section 1.1.
- D. The Contractor shall notify the agencies and media listed below in writing, 48 hours in advance, of any work within the road right-of-way that may interfere with vehicle and/or pedestrian traffic.
 - 1. WCOA Radio – Tel: 478-6011; Fax: 478-3971
 - 2. Pensacola News Journal Tel: 435-8500; Fax: 435-8633;
Email: news@pensacolanewsjournal.com
 - 3. Escambia County Emergency Management Tel: 471-6315;
Fax: 471-6322; Email: bob_boschen@co.escambia.fl.us
 - 4. Escambia County Engineering Tel: 595-3440
 - 5. Escambia County Sheriff Tel: 436-9630; Fax: 436-9128;
Email: traffic@escambiaso.com
 - 6. Florida Highway Patrol Tel: 484-5000; Fax: 393-3405;
Email: stevepreston@flhsmv.gov
 - 7. Escambia County School District Tel: 469-5591; Fax: 469-5661;
Email: transportation@escambia.k12.fl.us and
rdoss@escambia.k12.fl.us
 - 8. Escambia County Administration Tel: 595-4900; Fax: 595-4908;
Email: Cheryl_Lively@co.escambia.fl.us
 - 9. Escambia County Area Transit Tel: 595-3228; Fax: 595-3222;
Email: Ted_Woolcock@co.escambia.fl.us

3.2 PENALTIES AND SUSPENSION OF WORK

The County Engineer, or Designee, may verbally direct the Contractor to immediately suspend work if appearance of violation of safety regulations is found. In such an event, Contractor shall immediately stop work and secure any potential hazards from the public until the potential violation is confirmed and/or corrected to satisfaction of the County Engineer. Law enforcement officers may be called to assist the County Engineer and/or Designee in suspending work if the Contractor is not responsive. Suspension of work for violation of safety regulations shall not be grounds for a contract time extension or additional payment.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Maintenance of Traffic: Where the plans require the use of trucks and truck mounted impact attenuators, these items will not be paid for separately but shall be included in the cost of Maintenance of Traffic. Only use those attenuators that have been tested by a facility approved by the Engineer and certified as meeting the requirements as specified in NCHRP 350 and that have been properly maintained.
- B. Law Enforcement Services: The quantity to be paid for will be at the Contract unit price per hour for the actual number of officers on the project site. Payment will be made only for those off-duty law enforcement officers specified in the MOT and authorized by the County Engineer or Designee and/or CEI.
- C. When the plans show more than one detour facility is included in the proposal, payment will be made under Maintenance of Traffic.
- D. Materials for Driveway Maintenance: The quantity to be paid for will be, in square yards, of all materials authorized by the County Engineer or Designee, acceptably placed and maintained for driveway maintenance. The quantity will be determined by in place measurement.

4.2 BASIS OF PAYMENT

- A. MAINTENANCE OF TRAFFIC (GENERAL WORK): Price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.
- B. LAW ENFORCEMENT: Prices and payment will be considered full compensation for the services of the off-duty law enforcement officer, including a marked law enforcement vehicle and all other direct and indirect costs.

Exhibit "Q"

- C. SPECIAL DETOURS: Price and payment will be full compensation for providing all detour facilities shown on the plans and all costs incurred in carrying out all requirements of this Section for general maintenance of traffic within the limits of the detour, as shown on the plans.

END OF SECTION 04060

SECTION 04090 – CONSTRUCTION OF TRAFFIC SIGNALS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Unless otherwise specified by the County Engineer, or designee, or in other sections of this specification, all work shall conform with the applicable requirements in the following documents:
1. Florida Department of Transportation (FDOT), *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Latest Edition.*
 2. FDOT, *Standard Specifications for Road and Bridge Construction, Latest Edition.*
 3. FDOT, *Minimum Specifications for Traffic Control Signals and Devices, Latest Edition.*
 4. United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways, Millennium Edition.*
 5. *National Electric Code*, including latest revisions.
- B. GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of Work Orders that will identify a specific scope and location.

PART 2 - PRODUCTS

2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

- A. The Contractor shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, and other facilities and things necessary to fully complete the work described in this specification.

- B. The requirements and procedure described in Sections 603-2, 603-3, 603-5, 603-6, 603-7, and 603-8 of the *FDOT Standard Specifications for Road and Bridge Construction, Latest Edition* shall apply.

2.2 COUNTY-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR

Where the plans include installation of County-furnished equipment, the County will turn over such equipment to the Contractor when the construction progress allows or as designated in the plans. The County will bear the costs of correcting any defects in the equipment found by the Contractor. The Contractor will maintain the equipment in proper operational condition after pick-up at no cost to the County until either final acceptance or the equipment is returned to the County.

2.3 REMOVED PARTS AND EQUIPMENT

- A. Equipment that is removed and suitable for reuse shall be delivered to the County as indicated on the construction plans. Such equipment shall be tagged as to the location from which it was removed.
- B. Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.
- C. Parts and equipment that are removed, not suitable for reuse, and without salvage value, shall be properly disposed by the Contractor at his expense.

PART 3 - EXECUTION

3.1 QUALIFICATIONS

- A. The Contractor shall have a sufficient amount of prior satisfactory experience in the construction of all traffic signal components including closed-loop systems and video detection systems.
- B. All persons operating and maintaining signal equipment shall be fully trained and qualified. The Contractor shall have all work performed under the direct, on-site, supervision of a person certified at the "Traffic Signal, Level II" level, or higher, by the International Municipal Signal Association (I.M.S.A.). The Contractor shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract.

3.2 OPERATIONS

- A. The Contractor shall replace entire sidewalk slabs and driveway slabs, at the Contractor's expense, if they are damaged.

- B. All public land corners and monuments encountered shall be protected by the Contractor. Corners and monuments which conflict with the work and in danger of disturbance shall be properly referenced by a Florida registered surveyor prior to beginning work at the site. The Contractor shall assume all costs associated with restoration of corners and monuments.
- C. The Contractor shall coordinate and perform service transfers and adjustments with Gulf Power Company.
- D. The Contractor shall remove all surplus materials from the right-of-way within 24 hours.
- E. The Contractor warrants his workmanship for one (1) year following conditional acceptance of the work. The Contractor agrees to correct any defect in workmanship within 10 business days of receipt of notice from the Contract Manager.

3.3 REPORTS

- A. The Contractor shall test each new ground rod and ground rod assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.
- B. Contractor shall test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.

3.4 COMPLETION TIME

The Contractor shall complete work according to the schedule specified in the Work Order. Typically, completion time will be specified according to the representative schedule provided below.

- A. Construct school zone flashing beacon assembly (pedestal-mount): complete within 60 days.
- B. Construct new multi-phase traffic signal: Order equipment from vendors within 10 business days from date of Work Order. Complete installation within 30 days upon receipt of all equipment from vendors.
- C. Install signal head and/or cable to create a left-turn phase: complete within 30 days.

Exhibit "Q"

- D. Install new controller assembly: Order equipment from vendor within 5 business days from date of Work Order. Complete installation within 30 days upon receipt from vendor.
- E. Install pedestrian detector station with or without signals: complete within 30 days.
- F. Install new loop assembly: complete within 10 business days.

3.5 INSPECTION AND ACCEPTANCE OF WORK

Acceptance procedures described in Sections 611-2, 611-3, and 611-4 of the *FDOT Standard Specifications for Road and Bridge Construction, Latest Edition*, shall apply unless otherwise specified in the Work Order.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

Measurement and payment of all items will be made in accordance with the current Construction and & Response maintenance contract on file with the Escambia County Office of Purchasing.

END OF SECTION 04090

Exhibit "Q"

Appendix "A"

TRAFFIC SIGNAL RESISTANCE MEASUREMENTS DATA SHEET

Intersection: _____

LOOP ASSEMBLY RESISTANCE

	Loop Location/No. Resistance	Series Resistance	Insulation Resistance
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

GROUND ROD RESISTANCE

	Rod Location
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

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Signature of Contractor's Representative
IMSA Level II-Certified Technician

Date

**LOCAL AGENCY
PROGRAM/FEDERAL-AID
CONTRACT
REQUIREMENTS**

For

**Myrtle Grove Elementary
School Sidewalks**

**FPID: 433768-1-58-01
Federal Project: SRTS-311-A**

TABLE OF CONTENTS

SPECIAL PROVISIONS:	PAGE
BUY AMERICA.....	4
CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP	4
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM.....	4
BID OPPORTUNITY LIST	8
COMPLIANCE WITH FHWA 1273	8
COMPLIANCE WITH EXECUTIVE ORDER 11246.....	8
LOCAL AGENCY PROGRAM/FEDERAL-AID CERTIFICATION	8
EQUIPMENT RENTAL RATES	8
WAGE RATES FOR FEDERAL-AID PROJECTS	9
ON -THE-JOB TRAINING REQUIREMENTS	10
PROHIBITION AGAINST CONVICT PRODUCED MATERIALS	14
PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR.....	14
PUBLICLY OWNED EQUIPMENT	15
RECORDS RETENTION.....	15
SALVAGE CREDITS	15
STANDARDIZED CHANGE CONDITION CLAUSES	15
STATE OR LOCAL PREFERENCE	16
EMPLOYMENT ELIGIBILITY VERIFICATION	17
 ATTACHMENTS.....	 18
LOCAL AGENCY PROGRAM/FEDERAL-AID CERTIFICATION FORM.....	19
FHWA FORM 1273	22
EXECUTIVE ORDER 11246	34
DBE BID PACKAGE INFORMATION.....	43
DBE AFFIRMATIVE ACTION PLAN	45

SPECIAL PROVISIONS

BUY AMERICA

Source of Supply - Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP

The local agency or Owner shall not purchase any equipment from Contractor that was used on a Federal-Aid project.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

General: Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the FDOT's Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

Exhibit "Q"

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Utilization: For this FDOT assisted contract, the local agency has adopted the FDOT DBE Program goal. The FDOT began its race neutral DBE program on January 1, 2000 and has an overall 8.60% goal it must achieve. While the utilization is not mandatory in order to be awarded the contract, continuing utilization of DBE firms on contracts supports the success of Florida's Voluntary DBE Program, and supports contractor's Equal Employment Opportunity and DBE Affirmative Action Programs.

Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract the Local Agency with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate."

DBE Plan Requirements: Include the following in the DBE Affirmative Action Program Plan:

(a) A policy statement, expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible. The policy making body must issue a policy statement signed by the chairperson, which expresses its commitment to utilize DBEs, outlines the various levels of responsibility, and states the objectives of the program. Circulate the policy statement throughout the Contractor's organization.

(b) The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate on FDOT assisted Contracts.

(c) Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.

2. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

4. Encouraging eligible DBEs to apply for certification with the FDOT.

5. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the FDOT.

A sample DBE Affirmative action plan attached.

DBE Records and Reports: If you are the prime contractor on a project, complete the Anticipated DBE Participation Statement through the Equal Opportunity Compliance system within 3 business days after the pre-construction or pre-work conference for all federal and state funded projects. This will not become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system. All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

- (a) the procedures adopted to comply with these Specifications;
- (b) the number of subordinated Contracts on Department projects awarded to DBEs;
- (c) the dollar value of the Contracts awarded to DBEs;
- (d) the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
- (e) a description of the general categories of Contracts awarded to DBEs; and
- (f) the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Upon request, provide the records for review. All such records are required to be maintained for a period of five years following acceptance of final payment and have them available for inspection by the FDOT and the Federal Highway Administration.

Please see the "DBE Bid Package Information" attachment.

Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. On the Anticipated DBE Participation Statement only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Submit

Exhibit "Q"

a revised Anticipated DBE Participation Statement to reflect changes to the initial Anticipated DBE Participation Statement within 14 business days from the date of the change.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

(a) The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

(b) The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

(c) When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(d) When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

(e) The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function in the work of a contract may be counted toward the voluntary DBE goal.

(f) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

(g) To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(h) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

(i) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

BID OPPORTUNITY LIST

Please see the "DBE Bid Package Information" attachment.

COMPLIANCE WITH FHWA 1273

Comply with the provisions contained in FHWA-1273(Required Contract Provisions Federal-Aid Construction Contracts) dated March 10, 1994 attached hereto, except for the following modifications or additional requirements:

1. Certify monthly to the Department compliance Section II - Nondiscrimination and Section III - Non-segregated Facilities.
2. In addition to the requirements of Section V, No. 2(c), include gender and race in the weekly annotated payroll records.
3. In modification to the requirements of Section V, No. 2(c), do not include Social Security numbers and addresses of employees shall not be included on submitted payrolls for contracts let after January 18, 2009. In lieu of a Social Security number, an employee identifying number must be listed. The employer may use the last four digits of the Social Security number or another assigned number as the employee identifying number.
4. Section VI – Record of Materials, Supplies, and Labor, no longer applies and FHWA 47 form is not required.

COMPLIANCE WITH EXECUTIVE ORDER 11246

Comply with the provisions contained in Executive Order 11246 dated September 24, 1965 attached hereto.

LOCAL AGENCY PROGRAM/FEDERAL-AID CERTIFICATION

Complete the Local Agency Program/Federal-Aid Certification attached hereto and submit with bid proposal.

EQUIPMENT RENTAL RATES

Rental equipment required to perform extra work as authorized by the Engineer, shall be paid for in accordance with the following:

For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time

Exhibit "Q"

that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

- (1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
- (2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
- (3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- (4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Owner will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Owner will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

WAGE RATES FOR FEDERAL-AID PROJECTS

For this contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL213**, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the United States Department of Labor website (www.wdol.gov) and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project.

ON-THE-JOB TRAINING REQUIREMENTS

Note: This provision is only applicable to projects located on the State Highway System.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeymen in the type(s) of trade or job classification(s) involved in the work. In the event the Contractor subcontracts a portion of the contract work, he/she shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. The Contractor shall apply the requirements of this Section to such subcontract. Where feasible, 25% of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1) Determine the number of trainees on Federal Aid Contract:

(a) No trainees will be required for contracts with a contract time allowance of less than 225 calendar days.

(b) If the contract time allowance is 225 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
Under \$1,000,000	0
Over \$1,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25

Exhibit "Q"

Estimated Contract Amount	Trainees Required
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000 to *	
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the contract time during which training of each trainee is to take place. This schedule may be subject to change if the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change(s) in previously approved classifications;
3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Full credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.
2. Full credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification for a significant period and completes his/her training on this Contract.
3. Full credit will be allowed for each trainee who, due to the amount of work available in his/her classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.
4. Full credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that he/she has made his/her a good faith effort to provide training in that classification.
5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

The Contractor shall, as far as is practical, comply with the time frames established in the approved On-The-Job Training Schedule. When this proves to be impractical, a revised schedule shall be submitted and approved as provided above.

Exhibit "Q"

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into On-The-Job Training, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which he/she has successfully completed a training course leading to journeyman status, has been employed as a journeyman, or has had extensive experience in the classification being considered for training. The Contractor shall satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

Trainee Enrollment and Personnel Action Form

Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department; and,

A letter stating that the trainee has sufficiently progressed in the craft and is being promoted to journeyman status.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

Exhibit "Q"

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Credit for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal Aid Project; contributes to the cost of the training, provides the instruction to the trainee and pays the trainee's wages during the offsite training period.

No credit shall be given to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman for a period ample enough to allow the employee time to gain experience in the training classification or failure to continue training the employee time to gain experience in the training classifications is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Section.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. This compensation rate will be increased to the journeyman's wage for that classification upon graduation from the training program.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following occurs: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is

upgraded to journeyman status or voluntarily terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, Timekeeper, trainees will not be approved for the On-The-Job Training Program.

Painters, Electricians, and Mechanics are identified as crafts under-utilized by minorities. All training classifications except Laborers are identified as under-utilized by females.

Priority selection should also include those crafts under-utilized and/or void of minorities and/or female by that particular company's workforce.

If the Contractor does not select a training classification that has been targeted as an under-utilized craft, and those classifications can be used for the selection of training for this project, the On-The-Job Training Schedule will not be approved unless written justification for exceptions is attached.

PROHIBITION AGAINST CONVICT PRODUCED MATERIALS

Source of Supply – Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. materials produced by convicts on parole, supervised release, or probation from a prison or,
2. materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR

No public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors. A public agency is defined as any organization with administrative or functional responsibilities that are either directly or indirectly affiliated with a governmental body of any nation, state or local jurisdiction.

PUBLICLY OWNED EQUIPMENT

Publicly owned equipment shall not compete with privately owned equipment on this contract. Public owned equipment is defined as equipment previously purchased or otherwise acquired by the agency involved for use in its own operations.

RECORDS RETENTION

All records should be maintained for a period of 5 years after the completion of this contract.

SALVAGE CREDITS

Salvage credits will not be given for this contract.

STANDARDIZED CHANGE CONDITION CLAUSES

Differing site conditions. (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

Suspensions of work ordered by the engineer. (i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Exhibit "Q"

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

Significant changes in the character of work. (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

STATE OR LOCAL PREFERENCE

Materials or articles produced locally or within a state shall not be favored to the exclusion of comparable materials or articles produced outside of the state.

EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract.

ATTACHMENTS

LOCAL AGENCY PROGRAM/FEDERAL-AID CERTIFICATION

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or

other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the Bidder has fully informed the OWNER in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. The Bidder certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
 - a. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
 - b. has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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. is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
 - d. has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.
10. The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the OWNER.

Exhibit "Q"

11. The firm certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.
12. The Bidder certifies that no Federally 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 any officer or employee of any Federal agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federally appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Where the Bidder is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (12), the Bidder has provided an explanation by attached separate sheet.

Company Name

Authorized Signature

Printed Name

Date

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

Exhibit "Q"

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

Exhibit "Q"

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

Exhibit "Q"

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

Exhibit "Q"

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

Exhibit "Q"

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

Exhibit "Q"

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

Exhibit "Q"

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

Exhibit "Q"

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

Exhibit "Q"

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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;

(3) 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 (a)(2) of this certification; and

(4) 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 Federal 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.

2. 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 a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Executive Order 11246 — Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

Exhibit "Q"

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with afl provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203.

- a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

Exhibit "Q"

- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204

- a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.
- b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
- c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

- d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206.

- a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
- b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208.

Exhibit "Q"

- a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.
- b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
 2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
 3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
 4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
 5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
 6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.
- (b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or

before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302.

- a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303.

- a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

Exhibit "Q"

- b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.
- c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403.

- a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

Exhibit "Q"

- b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

Exhibit "Q"
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
11/12
Page 1 of 2

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 8.60% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/.

DBE Reporting

If you are the prime contractor on a project, complete the Anticipated DBE Participation Statement through the Equal Opportunity Compliance system within 3 business days after the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

Exhibit "Q"
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
11/12
Page 2 of 2

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

_____ hereafter referred to as "the Company" or "this Company" has adopted this policy and plan.

Date: _____ By: _____ Signature
Corporate FEID No.: _____ Printed name & title

DISADVANTAGED BUSINESS ENTERPRISE ('DBE') AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

DBE LIAISON OFFICER:

NAME:

TITLE:

EMAIL:

ADDRESS:

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, the Company has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform FDOT work;
3. Lack of interest in performing on FDOT contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of FDOT plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Company to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with FDOT will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

The Company understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

The Company will make every effort to

1. Meet state goals by utilizing its affirmative action methods.
2. Express good faith by seeking to utilize DBE subcontractors where work is to be subcontracted.
3. Ensuring that contracted DBE's perform a commercially useful function as evidenced by their execution of a distinct element of work with its own workforce and the carrying out responsibilities by actually performing, managing and supervising the work involved.

IV. REPORTING

The Company shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan. The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all FDOT projects;
4. The Company shall comply with FDOT's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORY

The Company will utilize the DBE Directory published by the FDOT.

**STANDARD DESIGN-BUILD CONTRACT
DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

FORM C: DESIGN-BUILD

(Revised July 11, 2013)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM C

TABLE OF CONTENTS

Agreement Declarations		PAGE
Sec. 1	Contract Documents	5
Sec. 2	Scope of Work	5
Sec. 3	Contract Amount	9
Sec. 4	Design-Build Firm Fees	9
Sec. 5	Bonds	10
Sec. 6	Contract Time and Liquidated Damages	11
Sec. 7	Exhibits Incorporated	12
Sec. 8	Notices	12
Sec. 9	Modification	13
Sec. 10	Successors and Assigns	13
Sec. 11	Governing Law	13
Sec. 12	No Waiver	13
Sec. 13	Entire Agreement	14
Sec. 14	Severability	14

Exhibit "Q"

Exhibits	PAGE
Exhibit A/ General Terms and Conditions	15
1. Intent of Contract Documents	15
2. Investigation and Utilities	16
3. Progress Payments	16
4. Payments Withheld	18
5. Final Payment	18
6. Submittals and Substitutions	18
7. Daily Reports, As-Builts and Meetings	20
8. Contract Time and Time Extensions	21
9. Changes in the Work	22
10. Claims and Disputes	23
11. Other Work	24
12. Indemnification and Insurance	25
13. Compliance with Laws	27
14. Cleanup and Protections	27
15. Assignment	28
16. Permits, Licenses and Taxes	28
17. Termination for Default	28
18. Termination for Convenience and Right of Suspension	30

Exhibit "Q"

Exhibits	PAGE
19. Completion	30
20. Warranty	31
21. Tests and Inspections	32
22. Defective Work	32
23. Supervision and Superintendents	34
24. Protection of Work	34
25. Emergencies	34
26. Use of Premises	35
27. Safety	35
28. Project Meetings	36
Exhibit B/Performance and Payment Bond	37
Performance Bond	37
Payment Bond	40
Exhibit C/Insurance and Safety	44
Exhibit D/Release and Affidavit	52
Exhibit E/Form of Contract Application for Payment	54
Exhibit F/Change Order	55
Exhibit G – Owner Direct Purchases- FORM OF0205	57
Exhibit H – Contract Definitions	61
Exhibit I – Design Criteria Package	66
Exhibit J – Schedule of Project Fees	67
Exhibit K – Approved Schematic Designs/Approved Development Documents.	68

Exhibit "Q"

Exhibit L – Approved GMP Drawings and Specifications	69
Exhibit M – Pre-Construction Fee Proposal	70
Exhibit N- Design Build Firm Project Personnel Roster	71
Exhibit O- Project Schedule	72
Exhibit P – GMP Amount Detail	73
Exhibit Q – Information Package	74
Exhibit R – If Required	81

AGREEMENT

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County") a subdivision of the State of Florida with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502, hereby contracts with _____ ("Design-Build Firm"), a _____ corporation for profit with an address of _____ and Federal Tax Identification Number of _____, to perform all work ("Work") in connection with _____, P.D. ____-____ ("Project"), as said Work is set forth in the Plans and Specifications furnished by the Design-Build Firm and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents consist of this Agreement, the Amendments and Exhibits described in Section 7 hereof, Change Orders, Work Directive Changes, Field Orders, and the solicitation documents, including addenda relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents, including this Agreement, sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Design-Build Firm at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Design-Build Firm up to three (3) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

A. Generally, Design-Build Firm will provide all planning, design, and architectural/engineering services required for the proper design and for all other services necessary for the construction of the Project,

B. Design-Build Firm's Responsibility with respect to Design

1) In fulfilling its obligations under this Section, Design-Build Firm shall employ Architects and Engineers of the appropriate specialties for proper preparation of the Project drawings and specifications, including structural, mechanical, electrical, soils (excepting existing environmental contamination and based upon soil boring reports furnished to Design-Build Firm by County), civil and such other specialties as are reasonably required. All such professional services shall be performed by appropriately State of Florida licensed personnel. Design-Build Firm takes responsibility for the proper performance of such architectural and engineering services.

2) The Design-Build Firm shall prepare and the County shall approve a Pre-Construction Phase schedule as follows:

(a) PHASE I - SCHEMATIC DESIGN PHASE

Based upon the County's Project requirements, as set forth in the Design Criteria Package prepared by the County Architect, and set forth in Exhibit I, Schematic Design Studies will be prepared by the Design-Build Firm. These Schematics are for the purpose of assisting the County in determining the feasibility of the Project.

(b) PHASE 2 - DESIGN DEVELOPMENT

Upon approval of Schematic Designs and authorization from the County to proceed, the Design-Build Firm shall prepare Design Development documents to fix the size and character of the Project as to structural, mechanical and electrical systems, materials, and other appropriate essential items in the Project. These Development Documents shall be the basis for the design and construction of the Project. Approved Development Documents shall be incorporated in Exhibit K.

(c) PHASE 3 - WORKING DRAWINGS AND SPECIFICATIONS

From approved Design Development Documents, the Design-Build Firm will prepare working Drawings and Specifications setting forth in detail the requirements for the construction of the Project, and based upon codes, laws, or regulations which have been enacted at the time of their preparation.

3) The Design-Build Firm and the County will work closely together to monitor the design in accordance with prior approvals so as to ensure that the Project can be constructed within the amount as defined in Section 3. As these working Drawings and Specifications are being completed, the Design-Build Firm will keep the County advised of the effects of any County requested changes on the Contract Time Schedule and/or the Guaranteed Maximum Price ("GMP"). Construction of the Project shall be in accordance with these Drawings and Specifications as approved by the County and incorporated in the exhibits. The Drawings and Specifications shall remain the property of the County and may be used by the County on this or other projects without the written

consent of the Design-Build Firm.

4) After the completion of any Pre-Construction Phase as set forth above in Subsection 2. B., paragraphs 2) (a), (b), and (c), if the Project is no longer feasible for any reason from the standpoint of the County, the County may terminate this Agreement and pay the Design-Build Firm pursuant to Section 3 "Contract Amount".

C. Responsibilities of Design-Build Firm With Respect to Construction.

1) The Design-Build Firm will provide all construction supervision, inspection, labor, materials, tools, construction equipment, and subcontracted items of every kind and type necessary for the timely execution and full completion of the Project in a good workmanlike manner required by the Contract.

2) The Design-Build Firm will pay all sales, use, gross receipts and similar taxes related to the Work provided by the Design-Build Firm, which have been legally enacted at the time of execution of this Agreement and for which the Design-Build Firm is liable.

3) The Design-Build Firm will prepare and submit for the County's approval an estimated progress schedule for the Project. This schedule shall indicate the dates for the starting and completion of the various stages of the construction. It shall be revised as required by the conditions of the Work and by those conditions and events, which are beyond the Design-Build Firm's control. (Exhibit O)

4) The Design-Build Firm shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The system shall be satisfactory to the County, which shall be afforded access to all of the Design-Build Firm's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. The Design-Build Firm shall preserve all such records for a period of three (3) years after the final payment or longer where required by law. All such records shall be subject to public disclosure under Chapter 119, Florida Statutes, the Florida Public Records Law. Failure to disclose such documents shall result in the termination of this Agreement by the County.

D. Royalties and Patents.

1) The Design-Build Firm shall pay all royalties and license fees for materials, methods, and systems incorporated in the Work. It shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof except when a particular design process or product is specified by the County. In such case the Design-Build Firm shall be responsible for such loss only if it has reason to believe that the design, process, or product so specified is an infringement of a patent, and fails to give such information promptly to the County.

E. Warranties and Completion.

In addition to the warranty set forth in Section 20, General Conditions:

- 1) The Design-Build Firm will secure required certificates of inspection, testing, or approval and deliver them to the County.
- 2) The Design-Build Firm will collect all written warranties and equipment manuals and deliver them to the County.
- 3) The Design-Build Firm, with the assistance of the County's maintenance personnel, will direct the commissioning of utilities and the operations of the Project's systems and equipment, and will assist in their initial start-up and testing.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Design-Build Firm of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Design-Build Firm in accordance with the terms of this Agreement the following Guaranteed Maximum Price (GMP) amount for the Project (herein "Contract Amount"): \$_____.

SECTION 4. DESIGN-BUILD FIRM FEES

A. Pre-Construction Phases Fee. For the performance of the design services set forth herein and for profit and overhead related to these services, a total fee of \$_____ shall be paid to the Design-Build Firm. The Pre-construction Phase Fee for the Project shall be paid in monthly payments of \$_____ each. The first monthly payment shall become due thirty (30) days following the issuance by the County of the Notice To Proceed with the design services for the Project and monthly thereafter based on the project schedule and approval by County of deliverables as set forth in Exhibit M. (Design Fee proposal) and Exhibit J. (Schedule of Project Fees)

The Design-Build Firm's design personnel to be assigned during the Pre-Construction Phases of the Work and their duties, responsibilities, and fee schedule, and the duration of their assignments are shown on Exhibit N, which is incorporated by reference herein. Such personnel shall not be replaced without the prior written consent of the County which shall not unreasonably withhold such consent.

B. Construction Phase Fee. Prior to commencement of the Construction Phase of the Project, the County will direct the Design-Build Firm in writing to proceed with that Construction Phase. The Design-Build Firm's compensation for services performed during the Construction Phase shall be a total fee of \$_____ (However, the County retains the right to review the need and effectiveness of any employee or employees assigned by the Design-Build Firm, should the County question the need for the employee or employees). The Construction Phase Fee shall be paid in monthly

payments of \$_____ each and one final monthly payment of \$_____ at the conclusion of the Project. The first monthly payment shall become due thirty (30) days following the issuance of the Construction Phase Notice to Proceed by the County and the final monthly payment shall be paid only when construction of the Project is finally completed and occupancy of is accepted by the County. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the County. The construction phase fee shall be negotiated based on the Design and the negotiated fee and supporting documentation shall be incorporated in Exhibit J (Schedule of Project Fees)

Design-Build Firm's Exclusive Remedy: In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the County, or is attributable to the County, the Design-Build Firm's sole and exclusive remedy is an extension of the construction completion date.

C. Overhead And Profit For the Construction Phase. For overhead, profit, and general expenses of any kind for services provided during and related to the Construction Phase of the Project, the fee shall be \$_____, and shall be paid proportionally to the ratio of the cost of the Work in place, and less retainage as it bears on the latest estimate of the total construction cost or to the GMP or to the County's Construction Budget, whichever is less. The balance of the fee shall be paid when construction of the Project is finally completed and occupancy of the Project accepted by the County as provided in this Agreement. If construction is authorized only for a part of a phase of the Project, the fee paid shall be proportionate to the amount of Work authorized by the County. The Overhead and Profit for the Construction Phase shall be negotiated based on the design and set forth in Exhibit J (Schedule of Project Fees).

SECTION 5. BONDS

A. Design-Build Firm shall provide Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of one hundred percent (100%) of the Contract Amount, the costs of which to be paid by Design-Build Firm. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better and Class "V" or higher rating as to financial size category and the amount required shall not exceed two percent (2%) of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Design-Build Firm is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Design-Build Firm shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by the Design-Build Firm to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. Per §255.05, Florida Statutes, the Design-Build Firm shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it. (The filing costs are ten dollars (\$10.00) for the first page and eight dollars and fifty cents (\$8.50) for each remaining page).

SECTION 6. CONTRACT TIME AND LIQUIDATED DAMAGES

A. Time is of the essence in the performance of the Work under this Agreement. Design-Build Firm shall commence the Work within ten (10) calendar days from the Commencement Date, established in each Phase's Notice to Proceed. No Work shall be performed at the Project site prior to such Commencement Dates. Design-Build Firm shall provide forty-eight (48) hours notice prior to beginning the Work. The Work shall be substantially completed within _____ () calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within _____ () calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling _____ () calendar days (herein "Contract Time").

B. County and Design-Build Firm recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Design-Build Firm fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$_____ for each calendar day thereafter until Substantial Completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the Project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment as provided herein.

C. Design-Build Firm hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Design-Build Firm fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal

holiday.

SECTION 7. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Owner Direct Purchases- FORM OF0205 (if applicable)
Exhibit H:	Contract Definitions
Exhibit I:	Design Criteria Package
Exhibit J:	Schedule of Project Fees
Exhibit K:	Approved schematic Designs/Development Documents
Exhibit L:	Approved GMP Construction Drawings and Specifications
Exhibit M:	Pre-Construction Fee proposal
Exhibit N:	Design-Build Firm Project Personnel Roster
Exhibit O:	Project Schedule
Exhibit P:	GMP Amount Detail
Exhibit Q:	Information Package
Exhibit R:	If Required

SECTION 8. NOTICES

A. All notices required or made pursuant to this Agreement by the Design-Build Firm to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Attention: _____

B. All notices required or made pursuant to this Agreement by County to Design-Build Firm shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Attention: _____

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 9. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 10. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 11. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida, and the Parties stipulate venue for matters relating to the subject of this Agreement shall be in the County of Escambia.

SECTION 12. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 13. ENTIRE AGREEMENT

Each of the Parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 14. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) indicated below.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
County Administrator

WITNESS: _____

Date: _____

WITNESS: _____

BCC Approved: _____

DESIGN-BUILD FIRM:

By: _____
(Name)

ATTEST: Corporate Secretary

By: _____
Secretary

Its: President

[CORPORATE SEAL]

Date: _____

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Design-Build Firm discovers a conflict, error or discrepancy in the Contract Documents, Design-Build Firm immediately shall report same to the County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design-Build Firm's Architect/Engineer. Design-Build Firm shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Design-Build Firm with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Design-Build Firm shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Design-Build Firm, as determined by its Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES

2.1 Design-Build Firm shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Design-Build Firm to acquaint itself with any applicable conditions shall not relieve Design-Build Firm from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Design-Build Firm shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Design-Build Firm shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Design-Build Firm shall schedule and coordinate its Work around any such relocation or temporary service interruption. Design-Build Firm shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

3. PROGRESS PAYMENTS FOR CONSTRUCTION PHASE

3.1. Prior to submitting its first Application for Payment, Design-Build Firm 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 Design-Build Firm's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

3.2. Prior to submitting its first Monthly Application for Payment, Design-Build Firm shall submit to County a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date of construction.

3.3. 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.

3.4. Design-Build Firm shall submit three (3) copies of each of its Applications for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. 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 Design-Build Firm indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Design-Build Firm may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Design-Build Firm may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Design-Build Firm.

If the administrative decision is disputed, the Design-Build Firm may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Design-Build Firm will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Design-Build Firm 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.

3.5. Except for applications for payment for work performed pursuant to Section 2.A. of the Agreement, relating to the Design Phase, County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less, up to fifty percent

(50%) completion. Thereafter, if on schedule, the County shall retain five percent (5%) of the gross amount of each payment request. Such sum shall be accumulated and not released to Design-Build Firm until final payment is due. Any interim interest on such sums shall accrue to County.

3.6. Monthly payments to Design-Build Firm shall in no way imply approval or acceptance of Design-Build Firm's work.

3.7. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, 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 Design-Build Firm.

4. PAYMENTS WITHHELD

4.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Design-Build Firm under this Agreement or any other agreement between County and Design-Build Firm, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Design-Build Firm to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Design-Build Firm; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Design-Build Firm's expense. County also may offset against any sums due Design-Build Firm the amount of any liquidated or un-liquidated obligations of Design-Build Firm to County, whether relating to or arising out of this Agreement or any other agreement between Design-Build Firm and County.

5. FINAL PAYMENT

5.1. County shall make final payment to Design-Build Firm within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 19.1 herein provided.

5.2. Design-Build Firm's acceptance of final payment shall constitute a full waiver of any and all claims by Design-Build Firm against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Design-Build Firm as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed

to be a waiver of County's right to enforce any obligations of Design-Build Firm hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

6. SUBMITTALS AND SUBSTITUTIONS

6.1. Design-Build Firm shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Design-Build Firm shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

6.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Design-Build Firm to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Design-Build Firm and all such requests must be submitted by Design-Build Firm to County within thirty (30) calendar days after Notice of Award is received by Design-Build Firm.

6.3. If Design-Build Firm wishes to furnish or use a substitute item of material or equipment, Design-Build Firm shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Design-Build Firm's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other Design-Build Firms affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Design-Build Firm to furnish at Design-Build Firm's expense additional data about the proposed substitute.

6.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Design-Build Firm

may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Design-Build Firm submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

6.5. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Design-Build Firm to furnish at Design-Build Firm's expense a special performance guarantee or other surety with respect to any substitute.

7. DAILY REPORTS, AS-BUILTS AND MEETINGS

7.1. Unless waived in writing by County, during the Construction Phase, Design-Build Firm shall complete and submit to the County on a weekly basis a daily log of the Design-Build Firm's work for the preceding week in a format approved by the County. The daily log shall document all activities of Design-Build Firm at the Project site including, but not limited to, the following:

- 7.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- 7.1.2. Soil conditions which adversely affect the Work;
- 7.1.3. The hours of operation by Design-Build Firm's and subcontractor's personnel;
- 7.1.4. The number of Design-Build Firm's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 7.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 7.1.6. Description of Work being performed at the Project site;
- 7.1.7. Any unusual or special occurrences at the Project site;
- 7.1.8. Materials received at the Project site; and
- 7.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Design-Build Firm to County pursuant to the Contract Documents.

7.2. Design-Build Firm shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Design-Build Firm submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Design-Build Firm throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Design-Build Firm's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Design-Build Firm for County.

7.3. Design-Build Firm shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

8. CONTRACT TIME AND TIME EXTENSIONS

8.1. Design-Build Firm shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Architect/Engineer, subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Design-Build Firm. Design-Build Firm shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

8.2. Should Design-Build Firm be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Design-Build Firm, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Design-Build Firm shall notify the County in writing within forty-eight

(48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Design-Build Firm may have had to request a time extension.

8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Design-Build Firm of its duty to perform or give rise to any right to damages or additional compensation from County. Design-Build Firm expressly acknowledges and agrees that it shall receive no damages for delay. Design-Build Firm's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9. CHANGES IN THE WORK

9.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Design-Build Firm shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Design-Build Firm for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

9.2. A Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Design-Build Firm and County concerning the requested changes. Design-Build Firm shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Design-Build Firm shall mutually agree.

9.3. If County and Design-Build Firm are unable to agree on a Change Order for the requested change, Design-Build Firm shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Design-Build Firm disagrees with the County's adjustment determination, Design-Build Firm must make a claim pursuant to Section 10 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

9.4. In the event a requested change results in an increase to the Contract Amount, as to design the amount of the increase shall be based upon the standard hourly billing rates, according to classification of the Design-Build Firm's Architect/Engineer plus expenses to be charged at actual cost. As to the construction, the amount of the increase shall be limited to the Design-Build Firm's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Design-Build Firm for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Design-Build Firm and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

9.5. County shall have the right to conduct an audit of Design-Build Firm's books and records to verify the accuracy of the Design-Build Firm's claim with respect to Design-Build Firm's costs associated with any Change Order.

9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Design-Build Firm.

10. CLAIMS AND DISPUTES

10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Design-Build Firm arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

10.2. Claims by the Design-Build Firm shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Design-Build Firm shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Design-Build Firm shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 9.4.

10.3. The Design-Build Firm shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to

make payments in accordance with the Contract Documents during the pendency of any Claim.

11. OTHER WORK

11.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Design-Build Firm. If Design-Build Firm believes that such performance will involve additional expense to Design-Build Firm or require additional time, Design-Build Firm shall send written notice of that fact to County within forty-eight (48) hours of being notified of the other work. If the Design-Build Firm fails to send the above required forty-eight (48) hour notice, the Design-Build Firm will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

11.2. Design-Build Firm shall afford each utility owner and other Design-Build Firm (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Design-Build Firm shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Build Firm shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

11.3. If any part of Design-Build Firm's Work depends for proper execution or results upon the work of any other Design-Build Firm or utility owner (or County), Design-Build Firm shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Design-Build Firm's failure to report will constitute an acceptance of the other work as fit and proper for integration with Design-Build Firm's Work.

12. INDEMNIFICATION AND INSURANCE

12.1. Design-Build Firm shall pay on behalf of or indemnify and hold harmless the County and its, agents, officers and employees from all liabilities, damages, losses, and costs, including attorneys' and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Design-Build Firm or by any person, firm or corporation (including but not limited to the Architect/Engineer) to whom any portion of the Work is subcontracted by Design-Build Firm or resulting from the use by Design-Build Firm, or by any one for whom Design-Build Firm is legally liable, of any materials, tools, machinery or other property of County. Design-Build Firm's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of

Design-Build Firm or by any person, firm or corporation to whom any portion of the Work is subcontracted by Design-Build Firm, and Design-Build Firm shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Design-Build Firm agree one percent (1%) of the Contract Amount paid by County to Design-Build Firm shall be given as separate consideration for this indemnification, and any other indemnification of County by Design-Build Firm provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Design-Build Firm by Design-Build Firm's acceptance and execution of the Agreement.

Design Build Firm agrees that such indemnification by Design Build Firm relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. The Design-Build Firm'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.

12.2. Design-Build Firm shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Design-Build Firm with required insurance shall be rated with a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Design-Build Firm and prior to the commencement of work, Design-Build Firm shall provide County with properly executed Certificates of Insurance to evidence Design-Build Firm's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

12.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Design-Build Firm shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

12.4. All insurance coverages of the Design-Build Firm shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

12.5. Design-Build Firm shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Design-Build Firm to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Design-Build Firm within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

12.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

12.7. Should at any time the Design-Build Firm not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Design-Build Firm for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

12.8 Design-Build Firm shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Design-Build Firm or sub-Contractor under the contract documents.

12.9 Duty to Provide Legal Defense. To the extent permitted by law, the Design-Build Firm shall pay for and provide a legal defense for County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by County, for all liabilities, damages, losses, and costs as described in paragraph 12.1 above. 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.

13. COMPLIANCE WITH LAWS

13.1 Design-Build Firm agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Design-Build Firm observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Design-Build Firm, until the deficiency is corrected.

13.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

14. CLEANUP AND PROTECTIONS

14.1. Design-Build Firm agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Design-Build Firm shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Design-Build Firm from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Design-Build Firm to the condition equal to that existing at the time of Design-Build Firm's commencement of the Work.

15. ASSIGNMENT

15.1. Design-Build Firm shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Design-Build Firm does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Design-Build Firm all of the obligations and responsibilities that Design-Build Firm has assumed toward County.

16. PERMITS, LICENSES AND TAXES

16.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Design-Build Firm. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Design-Build Firm to County have been disclosed to Design-Build Firm in the bidding documents or other request for proposal at the time the Project was let for bid. If Design-Build Firm performs any Work without obtaining, or contrary to, such permits or licenses, Design-Build Firm shall bear all costs arising therefrom. Design-Build Firm shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

16.2. Design-Build Firm shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

17. TERMINATION FOR DEFAULT

17.1. Design-Build Firm shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Design-Build Firm: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to

properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) commits errors or omissions in the performance of the architectural/engineering design or inspection services; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

17.2. County shall notify Design-Build Firm in writing of Design-Build Firm's default(s). If County determines that Design-Build Firm has not remedied and cured the default(s) within seven (7) calendar days following receipt by Design-Build Firm of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Design-Build Firm's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Design-Build Firm's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Design-Build Firm, take assignments of any of Design-Build Firm's subcontracts and purchase orders, and complete all or any portion of Design-Build Firm's Work by whatever means, method or agency which County, in its sole discretion, may choose.

17.3. If County deems any of the foregoing remedies necessary, Design-Build Firm agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Design-Build Firm agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Design-Build Firm. The amount to be paid to the Design-Build Firm or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

17.4. The liability of Design-Build Firm hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments

pertaining to or arising out of the Work hereunder.

17.5. If, after notice of termination of Design-Build Firm's right to proceed pursuant to this Section, it is determined for any reason that Design-Build Firm was not in default, or that its default was excusable, or that County is not entitled to the remedies against Design-Build Firm provided herein, then Design-Build Firm's remedies against County shall be the same as and limited to those afforded Design-Build Firm below under Subsection 18.1, Termination for Convenience.

17.6 If the Design-Build Firm 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 Design-Build Firm in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Design-Build Firm and his surety, if any, seven (7) days written notice, during which period Design-Build Firm still fails to allow access, terminate the employment of the Design-Build Firm and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Design-Build Firm, and may finish the project by whatever method it may deem expedient. In such case, the Design-Build Firm 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 Design-Build Firm (excluding monies owed the Design-Build Firm for subcontract work).

18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

18.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Design-Build Firm. In the event of such termination for convenience, Design-Build Firm's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Design-Build Firm shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.2. County shall have the right to suspend all or any portions of the Work upon giving Design-Build Firm two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Design-Build Firm's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Design-Build Firm be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Design-Build Firm shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

19. COMPLETION

19.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Design-Build Firm is due and payable. The final payment shall not become due and payable until Design-Build Firm submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in section 19.2. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

19.2 After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Design-Build Firm in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Design-Build Firm has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)

(Legal Name and Address - entity of the Design-Build Firm)

Subcontractors, materialmen, and other persons having payment claims against the Design-Build Firm relating to this project should govern themselves accordingly.

20. WARRANTY

20.1. Design-Build Firm shall obtain and assign to County all express warranties given to Design-Build Firm or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Design-Build Firm warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Design-Build Firm further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Design-Build Firm shall correct it promptly after receipt of written notice from County. Design-Build Firm shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the one (1) year Warranty Period.

21. TESTS AND INSPECTIONS

21.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Design-Build Firm shall provide proper, safe conditions for such access. Design-Build Firm shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

21.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Design-Build Firm shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

21.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Design-Build Firm's expense unless Design-Build Firm has given County timely notice of Design-Build Firm's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Design-Build Firm's sole expense.

21.4. The County shall charge to Design-Build Firm and may deduct from any payments due Design-Build Firm all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

21.5. Neither observations by the County nor inspections, tests or approvals by others shall relieve Design-Build Firm from Design-Build Firm's obligations to perform the Work in accordance with the Contract Documents.

22. DEFECTIVE WORK

22.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County, Design-Build Firm shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with undefective Work. Design-Build Firm shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

22.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Design-Build Firm, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Design-Build Firm shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Design-Build Firm shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

22.3. If any portion of the Work is defective, or Design-Build Firm fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Design-Build Firm to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Design-Build Firm or any other party.

22.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Design-Build Firm shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Design-Build Firm shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work.

22.5. If Design-Build Firm fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Design-Build Firm fails to perform the Work in accordance with the Contract Documents, or if Design-Build Firm fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Design-Build Firm, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Design-Build Firm from any or all of the Project site, take possession of all or any part of the Work, and suspend Design-Build Firm's services related thereto, take possessions of Design-Build Firm's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Design-Build Firm but which are stored elsewhere. Design-Build Firm shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Design-Build Firm, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Design-Build Firm's defective Work. Design-Build Firm shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

23. SUPERVISION AND SUPERINTENDENTS

23.1. Design-Build Firm shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Design-Build Firm shall be responsible to see that the finished Work complies accurately with the Contract Documents. Design-Build Firm shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Design-Build Firm's representative at the Project site and shall have authority to act on behalf of Design-Build Firm. All communications given to the superintendent shall be as binding as if given to the Design-Build Firm. County shall have the right to direct Design-Build Firm to remove and replace its Project superintendent, with or without cause.

24. PROTECTION OF WORK

24.1. Design-Build Firm shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Design-Build Firm, or any one for whom Design-Build Firm is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate Design-Build Firms, Design-Build Firm shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Design-Build Firm.

24.2. Design-Build Firm shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Build Firm subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

25. EMERGENCIES

25.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Design-Build Firm, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Design-Build Firm shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Design-Build Firm believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Design-Build Firm fails to provide the forty-eight (48) hour written notice noted above, the Design-Build Firm shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

26. USE OF PREMISES

26.1. Design-Build Firm shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Design-Build Firm shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

27. SAFETY

27.1. The Design-Build Firm shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Design-Build Firm shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 27.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;
- 27.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- 27.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

27.2. The Design-Build Firm shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Design-Build Firm shall erect and maintain all necessary safeguards for such safety and protection. The Design-Build Firm shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Design-Build Firm's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

27.3. The Design-Build Firm shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Design-Build Firm's superintendent unless otherwise designated in writing by the Design-Build Firm to the County.

27.4. The Design-Build Firm shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

28. PROJECT MEETINGS

Prior to the commencement of Work, the Design-Build Firm shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Design-Build Firm shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Design-Build Firm shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

Exhibit "Q"

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Insert name, address, and phone number of contractor), as Principal, and

_____,
(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Oblige in the sum of

Dollars (\$_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20____, with Oblige for Contract No. _____,

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Oblige any and all losses, damages, costs and attorneys' fees that Oblige sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

Exhibit "Q"

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

By: _____

Name: _____

Its: _____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY: _____

(Printed Name)

Witness

(Business Address)

Exhibit "Q"

Witness

(Authorized Signature)

(Printed Name)
OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____, as _____ of _____ as
Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as
identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

Exhibit "Q"

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____

(Insert name, address and phone number of contractor)

(hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),

(Insert name)

located at _____, a surety insurer

(Insert address and phone number)

chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ (\$ _____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Exhibit "Q"

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, as _____, of _____, a
_____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced
_____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

Exhibit "Q"

ATTEST:

SURETY: _____

(Printed Name)

Witness

(Business Address)

(Authorized Signature)

Witness

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT "C"

INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Design-Build Firm 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 on 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 Design-Build Firm, 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 Design-Build Firm 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 Design-Build Firm. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Design-Build Firm's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Design-Build Firm'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 Design-Build Firm waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Design-Build Firm'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 Design-Build Firm is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Design-Build Firm or any other insurance of the Design-Build Firm 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 Design-Build Firm 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 the provisions of Florida Workers Compensation law.

Design-Build Firm shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Design-Build Firm 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 Design-Build Firms, 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 Design-Build Firm 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, non-owned and hired automobiles and employee non-ownership 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 coverages(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 Design-Build Firm 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:
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 Design-Build Firm's obligation to fulfill the insurance requirements herein.

If requested by the County, the Design-Build Firm shall furnish complete copies of the Design-Build Firm'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 Design-Build Firm 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 requires 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.

PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE

The Design Build Firm shall purchase and maintain Professional Liability or malpractice or errors or omissions insurance coverage with a minimum limit of \$1,000,000, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Design-Build Firms and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Design-Build Firm. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Design-Build Firm acknowledges that any such stoppage will not shift responsibility for any damages from the Design-Build Firm to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Design-Build Firm until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Design-Build Firm may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Design-Build Firm shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Design-Build Firm and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Design-Build Firm shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Design-Build Firm representative or by the project manager or designee.
- (3) The Design-Build Firm shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Design-Build Firm or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Design-Build Firm shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Design-Build Firm shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a

minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Design-Build Firm and project manager.

- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off" hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7) The Design-Build Firm shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Design-Build Firm shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Design-Build Firm shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Design-Build Firm.
- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Design-Build Firm must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Design-Build Firm. Employees must be notified when such temporary systems are in place.
- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

- (8)** Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Design-Build Firm to adhere to the following guidelines at a minimum:
- (a)** The Design-Build Firm shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Design-Build Firm shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.
 - (b)** Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
 - (c)** Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Design-Build Firm shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Design-Build Firm.
 - (d)** The Design-Build Firm should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9)** The Design-Build Firm shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

Exhibit "Q"

- (10) The Design-Build Firm agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Design-Build Firm shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Design-Build Firm shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Design-Build Firm pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Design-Build Firm in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Design-Build Firm from the County's Department of Safety and Risk Services.
- (15) The use of any radioactive materials by the Design-Build Firm on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Design-Build Firm to the project manager and County's Department of Safety and Risk Services for review.
- (16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement Design-Build Firms. General Design-Build Firms, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Design-Build Firms who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Design-Build Firms while under contract for County construction

Exhibit "Q"

and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT "D"

RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Design-Build Firm") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Design-Build Firm and County dated _____, 20____, for the period from _____ to _____.

(2) Design-Build Firm certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Design-Build Firm agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Design-Build Firm of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Design-Build Firm's
(monthly/final)

Application for Payment No. _____.

DESIGN-BUILD FIRM:

By: _____
Its: _____ President
Date: _____

Witnesses

[Corporate Seal]

Exhibit "Q"

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any:_____

Exhibit "Q"

EXHIBIT "E"

FORM OF CONTRACT APPLICATION FOR PAYMENT

AIA DOCUMENT #G702, 1992 EDITION

EXHIBIT "F"

CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____

Date: _____ Dated _____

To: _____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____

Adjusted Agreement Amount		\$ _____

The contract substantial completion date will be **increased/decreased** by ____ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Design-Build Firm 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.

Accepted: _____, 20____⁵⁵

By: _____
Design/Build Firm

By: _____
Architect/Engineer

By: _____
Owner

Exhibit "Q"

EXHIBIT "G"

OWNER DIRECT PURCHASES
SUPPLEMENTARY CONDITIONS

[FORM OF0205]

EXHIBIT "H"

CONTRACT DEFINITIONS

Defined Terms

Wherever used in the Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1. *Agreement* – The written contract between OWNER and DESIGN/BUILDER covering the Work; other Contract Documents are attached to or referred in the Agreement. All such documents shall be deemed to be a part of the Agreement for all purposes.
2. *Architect & Engineer* – A duly licensed individual or entity designated by DESIGN/BUILDER to perform or furnish specified Design Professional Services in connection with the Work.
3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
4. *Bonds* – Performance and Payment Bonds and other instruments of security.
5. *Cash Flow Projection* – A schedule prepared by DESIGN/BUILDER estimating that portion of the Contract Price to be due during each month of performance.
6. *Change Order* – A written order issued by OWNER which orders minor changes in the Work for which prices for the items of work are previously established by the Contract Documents, but which does not involve a change in the physical limits of the work or the Contract Time.
7. *Construction* – The process of performing the Work and the final end product of that process. This term may also refer to portions of the final end product. The terms construct and constructing and other similar variations of those terms also refer to Construction as defined herein. The term construction shall not be deemed to include the performance of Design Professional Services.
8. *Construction Phase Fee* – The compensation to be paid to the Design-Build Firm during the Construction Phase and include:
 - 8.1 Salaries or other compensation of the Design-Build Firm's employees assigned to the project at its principal office and branch offices.
 - 8.2 The Design-Build Firm's personnel assigned during the Construction Phase,

Exhibit "Q"

- their duties, and responsibilities to this Project, and the duration of their assignments are shown on "Exhibit N". Such personnel shall not be replaced without prior written consent of the Owner, which shall not be unreasonably withheld.
- 8.3 General operating expenses related to this Project of the Design-Build Firm's principal and branch offices.
 - 8.4 The costs of all data processing staff.
 - 8.5 Salaries or other compensation of the Design-Build Firm's employees assigned to the project at the job site. The Design-Build Firm's personnel to be assigned to the site during the Construction Phase under the job site management and supervision fee, their duties, responsibilities, and the duration of their assignments are shown on "Exhibit N".
 - 8.6 General operating expenses incurred in the management and supervision of the Project, except direct costs, defined as Direct Costs to the Project and as defined in Paragraph 27 below.
 - 8.7 Job office supplies including paper, pencils, paper clips, file folders, staples, etc., and janitorial supplies (photo copy or blue print paper not included).
 - 8.8 Owner direct tax savings purchase program.
 - 8.9 The costs resulting from the services provided by the architects and engineers during the Construction Phase.
- 9. *Contract Amount* – The amount specified in Agreement Declarations, Section 3 of the Agreement as the same may be changed from time to time pursuant to the terms and conditions of this agreement.
 - 10. *Contract Documents* – The documents as are listed under Agreement Declarations, Section 1 of the Agreement.
 - 11. *Contract Time* – The time stated in "Exhibit O", the Agreement to achieve Substantial completion, and to finally complete the Work so that it is ready for final payment in accordance with article 19.1 of these General Conditions.
 - 12. *Defective* – An adjective which when modifying the term Construction refers to Construction that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to OWNER's final payment (unless responsibility for the protection thereof has been assumed by OWNER as of the time of damage pursuant to the Terms and Conditions of the Contract Documents).
 - 13. *Design/Build Firm* – The individual or entity with whom OWNER has entered into the Agreement as indicated in the Agreement.
 - 14. *Design Criteria Package* – The drawings and specifications and/or other graphic or written materials, criteria and information concerning OWNER's requirements for the Project, such as design objectives and constraints, space, capacity and

Exhibit "Q"

performance requirements, flexibility and expandability, which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for OWNER.

15. *Direct Costs to the Project* –

- 15.1 Wages paid for labor (as opposed to wages paid for management or supervisory personnel) in the direct employ of "Contractor" in the performance of "The Work" and the associated overhead per this agreement.
- 15.2 Cost of all materials, supplies, and equipment incorporated in the Project, including cost of transportation and storage thereof.
- 15.3 Payments to Subcontractors for performance of services required in the construction of the Project.
- 15.4 Costs, including maintenance and transportation of all equipment, temporary facilities and hand tools not owned by the Contractor, which are employed or consumed in the performance of "The Work".
- 15.5 Rental charges on all necessary machinery and equipment, exclusive of hand tools, used at the Project site and required for performance of "The Work".
- 15.6 Premium costs for all insurance and all bonds that the Contractor is required to procure per this agreement.
- 15.7 Taxes, sales, use gross receipts or similar taxes related to allowable direct costs to the Project.
- 15.8 Minor expenses at the site to be billed at cost, i.e., postage, telephone service, and similar petty cash items required by the Project.
- 15.9 Costs for trash and debris control and removal from the site.
- 15.10 Costs incurred due to an emergency affecting the safety of persons or property at the site.
- 15.11 Costs for temporary facilities during construction as required by the Project.
- 15.12 Upon completion of "The Work" the Design-Build Firm shall provide the required number of "as built" drawings.
- 15.13 Reserve for Casualty loss. A sum shall be included in the Construction Contingency fee to protect the Work in the event of uncompensated loss. In the event this sum is not needed, it shall be returned to the Owner at the time of the issuance of the Certificate of Occupancy.
- 15.14 Owner's reserve, which shall be defined as a sum of money owned by and under the control of the Owner for use as deemed necessary by the Owner for the Work.

16. *Drawings* – Those portions of the Contract Documents prepared by or for Design/Builder and approved by OWNER consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the work.

17. *Effective Date of the Agreement* – The date indicated in the Agreement on which it

Exhibit "Q"

becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

18. *Final Completion* – The time at which all Construction and all Work has been fully, finally, and properly completed in accordance with the Contract Documents and all other duties, responsibilities, and obligations have been performed so as to entitle the DESIGN/BUILDER to submit a bill or invoice for final payment in accordance with article 19.1 of these General Conditions. The terms *finally complete* and *finally completed* also refer to Final Completion.
19. *Guaranteed Maximum Price (GMP)* – The total maximum cost to the County for the Work performed by the Design-Build Firm including the Preconstruction Phase Fee, the Construction Phase Fee, Overhead and Profit, and the Direct Costs.
20. *Invoice or Bill* – The form which is to be used by DESIGN/BUILDER in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
21. *Laws and Regulations; Law or Regulations* – Any and all applicable laws rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
22. *Milestone* – An event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work which the DESIGN/BUILDER is required to meet. Time shall be of the essence as to any Milestone.
23. *Notice of Proceed* – A written notice given by OWNER to DESIGN/BUILDER authorizing the Work to begin and fixing the date on which the Contract Time will Commence to run.
24. *Overhead and Profit for the Construction Phase* - The compensation paid to the Contractor for the overhead, profit and general expenses as negotiated and agreed upon by the Owner, related to the construction phase of the Project, except those expenses expressly included in the Direct Costs of the Project and included in Section 4(B). Payment shall be made proportionally to the ratio of the Cost of the Work in place, and less retainage, as it bears on the GMP. The balance of the Overhead and Profit shall be paid when construction of the Project is finally completed.
25. *OWNER* – The public body, or authority, individual or entity with whom DESIGN/BUILDER has entered into the Agreement and for whom the Work is to be provided as indicated in the Agreement.
26. *OWNER's Consultant* – An individual or entity having a contract with OWNER to

furnish services as OWNER's consultant with respect to the Project.

27. *OWNER's Representative* – A person designated to act as OWNER's representative with respect to DESIGN/BUILDER's performance of the Work. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies, and make decisions with respect to performance of the Work.
28. *Partial Utilization* – Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
29. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
30. *Preconstruction Phase Fee* – The compensation to be paid to the Design-Build Firm for services performed during the Preconstruction Phase and include:
 - 30.1 Salaries or other compensation of the Design-Build Firm's employees for services provided.
 - 30.2 The costs resulting from the services provided by the architects and engineers during the Preconstruction Phase.
 - 30.3 Costs of other services directly related to the Project.
 - 30.4 The Overhead and Profit related to the Preconstruction Phase.
31. *Project* – The entire undertaking of the OWNER, identified by OWNER as indicated in the exhibits of the Agreement, of which the Construction to be provided under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.
32. *Schedule of Values* – A schedule prepared by DESIGN/BUILDER and accepted by OWNER which divides the Work into various major components, units, or divisions and which assigns a portion of the Contract Price to each of such components, units or divisions.
33. *Site* – The real property or other areas designated in the Contract Documents as being furnished by OWNER for the performance of the Construction, storage, or access.
34. *Specifications* – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Construction and certain administrative details applicable thereto.

Exhibit "Q"

35. *Submittal* – A written or graphic document prepared by or for DESIGN/BUILDER which is required by the Contract Documents to be submitted to OWNER by DESIGN/BUILDER. Submittal may include, but are not necessarily limited to Drawings, Specifications, Progress Schedules Shop Drawings, Samples, Cash Flow Projections, and Schedules of Values. Submittals other than Drawings and Specifications are not Contract Documents.
36. *Substantial Completion* – The time at which the Construction has progressed and the Work has been completed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Construction can be effectively and efficiently utilized for the purposes for which it is intended without any material impairment of function. The terms substantially complete and substantially completed refer to Substantial Completion. The term Substantial Completion may be used in the Contract Documents in reference to a particular portion of the construction in which case the term will be applied as defined above only to that portion of the Construction; otherwise it shall be deemed to refer to the total Construction.
37. *Supplementary Conditions* – The part of the Contract Documents which amends or supplements these General Conditions.
38. *Work* – All labor, materials, equipment and incidentals required to fully, finally and properly complete the Construction and otherwise fully, finally and properly comply with all terms and conditions of the Contract Documents.

EXHIBIT "I"

[Design Criteria Package]

EXHIBIT "J"

Schedule of Project Fees

A) Preconstruction Phase Fee

Pursuant to Section 4(a) the design phase fee for PD 06-07.032 for the performance of design services for **[Project or Projects]**_____

Shall be the amount of \$_____

And shall be paid in monthly payments of \$_____

Final payment of \$_____

Payment shall be made in accordance with Exhibit A, Article 3.4 upon approval of payment submittal by County based on schedule and deliverables.

B) Construction Phase Fee

Pursuant to Section 4(a) the construction phase fee for PD 06-07.032 for the Construction of **[Project or Projects]**_____

Shall be a fee of **[total amount]** \$_____

Shall be paid in monthly payments and one final payment upon conclusion of the project of \$_____

Payment shall be made in accordance with Exhibit A, Article 3.5

Final payment of \$_____

C) Overhead and Profit for the Construction Phase

Pursuant to Section 4© the overhead and profit and general expenses for PD 06-07.032, **[Project or Projects]**_____

_____ shall be \$ **[negotiated per design]** \$ **[total amount]** and shall be paid in accordance with Section 4(c).

EXHIBIT "K"

[Approved Schematic Designs/Approved Development]
[List]

EXHIBIT "L"

[Approved GMP Drawings and Specification]

List of Drawings

List of Documents

EXHIBIT "M"

[Preconstruction Fee Proposal]

EXHIBIT “N”

[Design/Build Firm’s Project Personnel Roster]

EXHIBIT "O"

[Project Schedule]

EXHIBIT "P"

[GMP – Amount Detail]

EXHIBIT "Q"

[Information Package – Original Solicitation]



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5599

County Administrator's Report 15. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: Ratification of Agreement Documents for PD 13-14.006, Roadway Materials Pricing Materials

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Roadway Materials Pricing Agreements - Amy Lovoy, Management and Budget Services Department Director

That the Board ratify the Roadway Materials Pricing Agreements, pursuant to the Board's award on January 2, 2014, of an Indefinite Quantity, Indefinite Delivery Contract to McDirt Industries, Inc.; Roads, Inc., of NWF; Panhandle Grading & Paving, Inc.; and Midsouth Paving, Inc., for PD 13-14.006, Roadway Materials Pricing Agreement, based on the pricing provided and shall extend for a period of 12 months, with the potential to be for additional 12- month periods, up to a maximum 36 months, renewed upon mutual agreement of both parties.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Various Projects, \$850,000; Fund 181, "Master Drainage Basins," Cost Center 210719-210736, Object Code 56301, \$50,000; Fund 175, "Transportation Trust Fund," Cost Center 210402, Object Code 55301, \$300,000; Fund 401, Solid Waste Management Fund, Cost Center 230306 (Recycling), Object Code 55301, \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230309 (Closed Landfills), Object Code 55301, \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230314 (Operations), Object Code 55301, \$200,000; Fund 401; Solid Waste Management Fund, Cost Center 230315 (Projects), Object Code 55301, \$500,000]

BACKGROUND:

Invitations to Bid, PD 13-14.006, Roadway Materials Pricing Agreement, were publicly noticed on Monday, November 18, 2013 to 31 known providers. Bids were received from 4 providers on Tuesday, December 10, 2013.

BUDGETARY IMPACT:

[Funding:
Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Various Projects, \$850,000,
Fund 181 "Master Drainage Basins", Cost Center 210719-210736, Object Code 56301, \$50,000,
Fund 175 "Transportation Trust Fund" Cost Center 210402, Object Code 55301, \$300,000,
Fund 401 Solid Waste Management, Cost Center 230306 (Recycling), Object Code 55301, \$50,000,
Fund 401 Solid Waste Management, Cost Center 230309 (Closed Landfills), Object Code

55301, \$50,000,
Fund 401 Solid Waste Management, Cost Center 230314 (Operations), Object Code 55301,
\$200,000 and
Fund 401 Solid Waste Management, Cost Center 230315 (Projects), Object Code 55301,
\$500,000]

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreements prepared by Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

McDirt Industries Inc Agreement

Midsouth Paving Agreement

Panhandle Grading & Paving Agreement

Roads Inc of NWF Agreement

ROADWAY MATERIALS PRICING AGREEMENT PD13-14.006

This Agreement is made and entered into this ____ day of _____, 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and McDirt, Inc., a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-3196855, and whose principal address is 5570 Bellview Avenue , Pensacola, Florida 32526.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid relating to roadway materials (PD 13-14.006); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such materials; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of purchasing certain roadway materials on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence as of the effective date and continue for a term of one (1) year with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Roadway Materials Pricing, Specification No. P.D. 13-14.006, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Pricing. County shall pay Contractor for roadway materials in accordance with the Contractor's Bid Form, dated December 10, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for roadway materials to the Contractor on an as-needed basis. The materials shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity of materials is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor on the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount of materials will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

9. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 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. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to 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.

9. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Excess or Umbrella Liability coverage.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. 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.

11. 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: McDirt, Inc.
Attention: Phillip McCoy
5570 Bellview Avenue
Pensacola, Florida 32526

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, 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.

12. 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.

13. 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 Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

14. 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.

15. 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, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. 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.

17. 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.

18. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2014, and McDirt, Inc., signing by and through its President, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____, 2014

Approved as to form and legal
sufficiency.

By/Title: K. J. May, Chairman
Date: 11/6/14

CONTRACTOR:
McDirt, INC.

ATTEST:

By: _____

By: _____
Corporate Secretary
(SEAL)

Date: _____

Or

Witness

Witness

Exhibit "A"
**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

Roadway Materials Pricing Agreement

SPECIFICATION NUMBER PD 13-14.006

BIDS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, Tuesday, December 10, 2013

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners

Gene Valentino, Chairman
Lumon May, Vice Chairman
Wilson Robertson
Grover Robinson, IV
Steven Barry

From:
Claudia Simmons
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Purchasing Assistance:

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: paul_nobles@co.escambia.fl.us

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).

NOTICE

<p>It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.</p>
--

Exhibit "A"
**ESCAMBA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ROADWAY MATERIALS PRICING AGREEMENT
SPECIFICATION PD 13-14.006**

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 FOR 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 BID FORM (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)
- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS" (pgs 16-19)
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES (pg 4-5)
- DRUG-FREE WORKPLACE FORM (pg 6)
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION (pg 7-8)
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (see <http://www.sunbiz.org/search.html>)

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 ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- PAYMENT AND PERFORMANCE BONDS

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE 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 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

Exhibit "A"
NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

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.

Exhibit "A"
ROADWAY MATERIALS PRICING AGREEMENT
PD 13-14.006

TABLE OF CONTENTS

	<u>Page</u>
Solicitation, Offer, Bid and Award Form	1
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes	4
Drug Free Workplace Form	6
Information Sheet for Transactions and Conveyances Corporation Identification	7
List of General Terms and Conditions (Incorporated by Reference)	9
Special Terms and Conditions	11

Exhibit "A"
PD 13-14.006, Roadway Materials Pricing Agreement

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Roadway Materials Pricing Agreement

SOLICITATION NUMBER: PD 13-14.006

SOLICITATION

MAILING DATE: Monday, November 18, 2013

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CST, Tuesday, December 10, 2013** and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

REASON FOR NO OFFER:

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

BID BOND ATTACHED \$ _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20 Ton			
2	Asphalt Concrete, FC 9.5	21-100 Ton			
3	Asphalt Concrete, FC 9.5	101-1000 Ton			
4	Asphalt Concrete, FC 9.5	Over 1000 Ton			
5	Asphalt Concrete, SP 9.5	up to 20 Ton			
6	Asphalt Concrete, SP 9.5	21-100 Ton			
7	Asphalt Concrete, SP 9.5	101-1000 Ton			
8	Asphalt Concrete, SP 9.5	Over 1000 Ton			
9	Asphalt Concrete, SP 12.5	up to 20 Ton			
10	Asphalt Concrete, SP 12.5	21-100 Ton			
11	Asphalt Concrete, SP 12.5	101-1000 Ton			
12	Asphalt Concrete, SP 12.5	Over 1000 Ton			
13	Liquid Asphalt Tack	Gallon			
14	#57 Stone	Ton			

Exhibit "A"
PD 13-14.006, Roadway Materials Pricing Agreement

Bid Item #	Description	Quantity	Units	Delivered	Supplied
15	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	Ton			
16	Gabion Concrete, 3"-6", No Rebar or Mesh	Ton			
17	Rip Rap	Ton			
18	Used Asphalt Chunks, Clean, No Debris	Ton			

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

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

[] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. _____
2. _____
3. _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

State of Florida Department of State Certificate of Authority Document Number _____

Terms of Payment (Check one) Net 30 Days ____ 2% 10th Prox ____

Will your company accept Escambia County Purchasing Cards? Yes ____ No ____.

Will your company accept Escambia County Direct Payment Vouchers? Yes ____ No ____.

Exhibit "A"

PD 13-14.006, Roadway Materials Pricing Agreement

By: _____

Person to contact concerning this bid: _____

Signature: _____

Title: _____

Phone # _____

Address: _____

E-Mail Address: _____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies)
in the amount of **\$1,000.00.**

PD 13-14.006, Roadway Materials Pricing Agreement

**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

PD 13-14.006, Roadway Materials Pricing Agreement

entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____
(Type of identification)

(Printed typed or stamped commissioned name of notary public)

PD 13-14.006, Roadway Materials Pricing Agreement

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

Exhibit "A"
PD 13-14.006, Roadway Materials Pricing Agreement

**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 page 2)

PD 13-14.006, Roadway Materials Pricing Agreement

Page 2 of 2

Corporate Identification

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____

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: _____

PD 13-14.006, Roadway Materials Pricing Agreement

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 vary 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.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE 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**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
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**

PD 13-14.006, Roadway Materials Pricing Agreement

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://www.sunbiz.org/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

PD 13-14.006, Roadway Materials Pricing Agreement

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, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 13-14.006, Roadway Materials 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:

2. **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.

PD 13-14.006, Roadway Materials Pricing Agreement

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.

3. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00** of the total offer.

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 department. 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.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM, Purchasing Coordinator, Telephone (850) 595-4918, Fax (850) 595-4805, Email prnobles@myescambia.com.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and 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. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County.

PD 13-14.006, Roadway Materials Pricing Agreement

7. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **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 equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Roads & Bridges
Wes Moreno
601 Hwy 297A
Cantonment, FL 32533

10. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. **Protection of Property/Security**

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.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Exhibit "A"

PD 13-14.006, Roadway Materials Pricing Agreement

Contract Information
NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

13. Contract Term/Renewal/Termination

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. Option to Extend the Term of the Contract

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

15. Interim Extension of Performance

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. Pricing

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

PD 13-14.006, Roadway Materials Pricing Agreement

17. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

18. **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, unless otherwise stipulated by the offeror on the bid/proposal form.

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 solicitation.

19. **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.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid/proposal form.

20. **Award**

Award shall be made on an "item-by-item" basis.

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

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 bidders 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.

21. **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.

PD 13-14.006, Roadway Materials Pricing Agreement

22. 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.)

23. 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.

Insurance Requirements

24. 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.

24.01 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.

PD 13-14.006, Roadway Materials Pricing Agreement

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

PD 13-14.006, Roadway Materials Pricing Agreement

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: Paul R. Nobles, CPPO, CPPB
Office of Purchasing, 2nd FL, Room 11.101
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.

PD 13-14.006, Roadway Materials Pricing Agreement

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.

25. 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.



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Office of Purchasing
213 PALAFOX PLACE - 2nd Floor, Pensacola, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
<http://www.myescambia.com/>

CLAUDIA SIMMONS, CPPO
Purchasing Manager

December 9, 2013

To: All Known Bidders

ADDENDUM NUMBER 1:

Re: **Specification Number: PD 13-14.006, Roadway Materials Pricing Agreement**

Bidders:

We recently publicly noticed an Invitation to Bid on the above referenced specification.

This Addendum #1 provides for the following:

Revised Bid Form

The bid form has been revised to add one item, #67 Stone.

Clarifications

Delivery is to mean anywhere in Escambia County.

This Addendum Number 1 is furnished to all known Bidders. Please sign and return one copy of this Addendum, with your original signature, with your Bid as an acknowledgment of your having received.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Nobles", with a long horizontal line extending to the right.

Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN

PD 13-14.006, Roadway Materials Pricing Materials

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM
SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Roadway Materials Pricing Materials

SOLICITATION NUMBER: PD 13-14.006

SOLICITATION

MAILING DATE: Tuesday, November 12, 2013

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CST, Tuesday, December 10, 2013** and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

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 rights title and interest in and to all causes 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)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20	Ton		
2	Asphalt Concrete, FC 9.5	21-100	Ton		
3	Asphalt Concrete, FC 9.5	101-1000	Ton		
4	Asphalt Concrete, FC 9.5	Over 1000	Ton		
5	Asphalt Concrete, SP 9.5	up to 20	Ton		
6	Asphalt Concrete, SP 9.5	21-100	Ton		
7	Asphalt Concrete, SP 9.5	101-1000	Ton		
8	Asphalt Concrete, SP 9.5	Over 1000	Ton		
9	Asphalt Concrete, SP 12.5	up to 20	Ton		

PD 13-14.006, Roadway Materials Pricing Materials

Bid Item #	Description	Quantity	Units	Delivered	Supplied
10	Asphalt Concrete, SP 12.5	21-100	Ton		
11	Asphalt Concrete, SP 12.5	101-1000	Ton		
12	Asphalt Concrete, SP 12.5	Over 1000	Ton		
13	Liquid Asphalt Tack	1	Ton		
14	#57 Stone	1	Ton		
15	#67 Stone	1	Ton		
16	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	1	Ton		
17	Gabion Concrete, 3"-6", No Rebar or Mesh	1	Ton		
18	Rip Rap	1	Ton		
19	Used Asphalt Chunks, Clean, No Debris	1	Ton		

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

 Name of Contractor

By _____
 Signature of Person Authorized to Sign Date

ATTEST: _____
 Corporate Secretary Date

[CORPORATE SEAL]

ATTEST: _____
 Witness Date

ATTEST: _____
 Witness Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____
 County Administrator Date

WITNESS _____
 Date

WITNESS _____
 Date

Awarded Date _____

Effective Date _____

[] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. _____

2. _____

3. _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

State of Florida Department of State Certificate of Authority Document Number _____

PD 13-14.006, Roadway Materials Pricing Materials

Terms of Payment (Check one) Net 30 Days ____ 2% 10th Prox ____

Will your company accept Escambia County Purchasing Cards? Yes ____ No ____.

Will your company accept Escambia County Direct Payment Vouchers? Yes ____ No ____.

By: _____ Person to contact concerning this bid: ____

Signature: _____

Title: _____ Phone # _____

Address: _____ E-Mail Address: _____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **\$1,000.00**.

PD 13-14.006, Roadway Materials Pricing Agreement

SIGN AND RETURN THIS FORM WITH YOUR BIDS****SOLICITATION, OFFER AND AWARD FORM**

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Invitation to Bid

CLAUDIA SIMMONS**Purchasing Manager****Office of Purchasing, 2nd Floor, Room 11.101****Roadway Materials Pricing Agreement****213 Palafox Place, Pensacola, FL 32502****Post Office Box 1591, Pensacola, FL 32591-1591****Phone No: (850)595-4980 Fax No: (850) 595-4805****SOLICITATION NUMBER: PD 13-14.006****SOLICITATION****MAILING DATE: Monday, November 18, 2013****OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, Tuesday, December 10, 2013 and may not be withdrawn within 90 days after such date and time.****POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:**59 3196855**TERMS OF PAYMENT:**Net 30 days**DELIVERY DATE WILL BE 1 DAYS AFTER RECEIPT OF PURCHASE ORDER****VENDOR NAME: McDuff Industries, Inc****ADDRESS: 5570 Bellview Ave****CITY, ST. & ZIP: PENSACOLA FL 32526****PHONE NO.: (850) 944-0112****TOLL FREE NO.: ()****FAX NO.: (850) 944-2893****REASON FOR NO OFFER:****BID BOND ATTACHED \$ 1,000⁰⁰**

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Phillip V McCoy
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**(TYPED OR PRINTED)****[Signature]**
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)**** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20 Ton			
2	Asphalt Concrete, FC 9.5	21-100 Ton			
3	Asphalt Concrete, FC 9.5	101-1000 Ton			
4	Asphalt Concrete, FC 9.5	Over 1000 Ton			
5	Asphalt Concrete, SP 9.5	up to 20 Ton			
6	Asphalt Concrete, SP 9.5	21-100 Ton			
7	Asphalt Concrete, SP 9.5	101-1000 Ton			
8	Asphalt Concrete, SP 9.5	Over 1000 Ton			
9	Asphalt Concrete, SP 12.5	up to 20 Ton			
10	Asphalt Concrete, SP 12.5	21-100 Ton			
11	Asphalt Concrete, SP 12.5	101-1000 Ton			
12	Asphalt Concrete, SP 12.5	Over 1000 Ton			
13	Liquid Asphalt Tack	Gallon			
14	#57 Stone	Ton			

Exhibit "B"

PD 13-14.006, Roadway Materials Pricing Agreement

Bid Item #	Description	Quantity	Units	Delivered	Supplied
15	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	Ton	1	24.00	19.00
16	Gabion Concrete, 3"-6", No Rebar or Mesh	Ton	1	35.00	30.00
17	Rip Rap	Ton	1	40.00	35.00 35.00
18	Used Asphalt Chunks, Clean, No Debris	Ton	1	17.00	12.00

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Philip V. McCoy, Pres

Name of Contractor

McDiet Industries Inc

By

Signature of Person Authorized to Sign Date 12-

ATTEST:

Corporate Secretary

Date

ATTEST:

Witness

Date

ATTEST:

Witness

Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By

County Administrator

Date

WITNESS

Date

WITNESS

Date

Awarded Date

Effective Date

☒ Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. 5570 BELLVIEW AVE, PENSACOLA, FL
2. _____
3. _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 12-09-13 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

State of Florida Department of State Certificate of Authority Document Number P93000057587Terms of Payment (Check one) Net 30 Days ☒ 2% 10th Prox _____Will your company accept Escambia County Purchasing Cards? Yes ☒ No _____Will your company accept Escambia County Direct Payment Vouchers? Yes ☒ No _____

PD 13-14.006, Roadway Materials Pricing Agreement

By: Medint Industries Inc Person to contact concerning this bid: _____
Signature: [Signature] Phillip Jacey
Title: Pres Phone # 850-944-0112
Address: 5570 BELLEVUE AVE E-Mail Address: Phillip@Medint.Net
PENSACOLA, FL 32526

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies)
in the amount of \$1,000.00.

ROADWAY MATERIALS PRICING AGREEMENT PD13-14.006

This Agreement is made and entered into this ____ day of _____, 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Midsouth Paving, Inc., a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 01-0692695, and whose principal address is 4375 McCoy Drive, Pensacola, Florida 32503.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid relating to roadway materials (PD 13-14.006); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such materials; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of purchasing certain roadway materials on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence as of the effective date and continue for a term of one (1) year with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Roadway Materials Pricing, Specification No. P.D. 13-14.006, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Pricing. County shall pay Contractor for roadway materials in accordance with the Contractor's Bid Form, dated December 10, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for roadway materials to the Contractor on an as-needed basis. The materials shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity of materials is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor on the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount of materials will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

9. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 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. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to 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.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. 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.

11. 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: Midsouth Paving, Inc.
Attention: Tunstall B. Perry, IV
4375 McCoy Drive
Pensacola, Florida 32503

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, 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.

12. 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.

13. 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 Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

14. 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.

15. 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, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. 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.

17. 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.

18. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2014, and Midsouth Paving, Inc., signing by and through its Vice-President, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____, 2014

Approved as to form and legal
sufficiency.

By/Title: K. J. May, Chairman
Date: 11/07/14

CONTRACTOR:
Midsouth Paving, Inc.

ATTEST:

By: _____

By: _____
Corporate Secretary
(SEAL)

Date: _____

Or

Witness

Witness

Exhibit "A"
**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

Roadway Materials Pricing Agreement

SPECIFICATION NUMBER PD 13-14.006

BIDS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, Tuesday, December 10, 2013

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners

Gene Valentino, Chairman
Lumon May, Vice Chairman
Wilson Robertson
Grover Robinson, IV
Steven Barry

From:
Claudia Simmons
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Purchasing Assistance:

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: paul_nobles@co.escambia.fl.us

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).

NOTICE

<p>It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.</p>

Exhibit "A"
**ESCAMBA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ROADWAY MATERIALS PRICING AGREEMENT
SPECIFICATION PD 13-14.006**

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 FOR 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 BID FORM (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)
- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS" (pgs 16-19)
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES (pg 4-5)
- DRUG-FREE WORKPLACE FORM (pg 6)
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION (pg 7-8)
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (see <http://www.sunbiz.org/search.html>)

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 ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- PAYMENT AND PERFORMANCE BONDS

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE 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 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

Exhibit "A"
NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

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.

Exhibit "A"
ROADWAY MATERIALS PRICING AGREEMENT
PD 13-14.006

TABLE OF CONTENTS

	<u>Page</u>
Solicitation, Offer, Bid and Award Form	1
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes	4
Drug Free Workplace Form	6
Information Sheet for Transactions and Conveyances Corporation Identification	7
List of General Terms and Conditions (Incorporated by Reference)	9
Special Terms and Conditions	11

Exhibit "A"
PD 13-14.006, Roadway Materials Pricing Agreement

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Roadway Materials Pricing Agreement

SOLICITATION NUMBER: PD 13-14.006

SOLICITATION

MAILING DATE: Monday, November 18, 2013

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CST, Tuesday, December 10, 2013** and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

REASON FOR NO OFFER:

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

BID BOND ATTACHED \$ _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20 Ton			
2	Asphalt Concrete, FC 9.5	21-100 Ton			
3	Asphalt Concrete, FC 9.5	101-1000 Ton			
4	Asphalt Concrete, FC 9.5	Over 1000 Ton			
5	Asphalt Concrete, SP 9.5	up to 20 Ton			
6	Asphalt Concrete, SP 9.5	21-100 Ton			
7	Asphalt Concrete, SP 9.5	101-1000 Ton			
8	Asphalt Concrete, SP 9.5	Over 1000 Ton			
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10	Asphalt Concrete, SP 12.5	21-100 Ton			
11	Asphalt Concrete, SP 12.5	101-1000 Ton			
12	Asphalt Concrete, SP 12.5	Over 1000 Ton			
13	Liquid Asphalt Tack	Gallon			
14	#57 Stone	Ton			

Exhibit "A"

PD 13-14.006, Roadway Materials Pricing Agreement

Bid Item #	Description	Quantity	Units	Delivered	Supplied
15	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	Ton			
16	Gabion Concrete, 3"-6", No Rebar or Mesh	Ton			
17	Rip Rap	Ton			
18	Used Asphalt Chunks, Clean, No Debris	Ton			

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By _____
Signature of Person Authorized to Sign Date

ATTEST: _____
Corporate Secretary Date

[CORPORATE SEAL]

ATTEST: _____
Witness Date

ATTEST: _____
Witness Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____
County Administrator Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date _____

Effective Date _____

[] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. _____
2. _____
3. _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

State of Florida Department of State Certificate of Authority Document Number _____

Terms of Payment (Check one) Net 30 Days ____ 2% 10th Prox ____

Will your company accept Escambia County Purchasing Cards? Yes ____ No ____.

Will your company accept Escambia County Direct Payment Vouchers? Yes ____ No ____.

Exhibit "A"

PD 13-14.006, Roadway Materials Pricing Agreement

By: _____

Person to contact concerning this bid: _____

Signature: _____

Title: _____

Phone # _____

Address: _____

E-Mail Address: _____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies)
in the amount of **\$1,000.00.**

PD 13-14.006, Roadway Materials Pricing Agreement

**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

PD 13-14.006, Roadway Materials Pricing Agreement

entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____
(Type of identification)

(Printed typed or stamped commissioned name of notary public)

PD 13-14.006, Roadway Materials Pricing Agreement

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

Exhibit "A"
PD 13-14.006, Roadway Materials Pricing Agreement

**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 page 2)

PD 13-14.006, Roadway Materials Pricing Agreement

Page 2 of 2

Corporate Identification

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____

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: _____

PD 13-14.006, Roadway Materials Pricing Agreement

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 vary 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.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE 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**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
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**

PD 13-14.006, Roadway Materials Pricing Agreement

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://www.sunbiz.org/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

PD 13-14.006, Roadway Materials Pricing Agreement

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, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 13-14.006, Roadway Materials 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:

2. 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.

PD 13-14.006, Roadway Materials Pricing Agreement

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.

3. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00** of the total offer.

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 department. 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.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM, Purchasing Coordinator, Telephone (850) 595-4918, Fax (850) 595-4805, Email prnobles@myescambia.com.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and 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. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County.

PD 13-14.006, Roadway Materials Pricing Agreement

7. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **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 equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Roads & Bridges
Wes Moreno
601 Hwy 297A
Cantonment, FL 32533

10. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. **Protection of Property/Security**

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.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Exhibit "A"

PD 13-14.006, Roadway Materials Pricing Agreement

Contract Information
NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

13. Contract Term/Renewal/Termination

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. Option to Extend the Term of the Contract

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

15. Interim Extension of Performance

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. Pricing

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

PD 13-14.006, Roadway Materials Pricing Agreement

17. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

18. **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, unless otherwise stipulated by the offeror on the bid/proposal form.

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 solicitation.

19. **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.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid/proposal form.

20. **Award**

Award shall be made on an "item-by-item" basis.

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

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 bidders 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.

21. **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.

PD 13-14.006, Roadway Materials Pricing Agreement

22. 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.)

23. 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.

Insurance Requirements

24. 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.

24.01 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.

PD 13-14.006, Roadway Materials Pricing Agreement

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

PD 13-14.006, Roadway Materials Pricing Agreement

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: Paul R. Nobles, CPPO, CPPB
Office of Purchasing, 2nd FL, Room 11.101
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.

PD 13-14.006, Roadway Materials Pricing Agreement

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.

25. 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.



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Office of Purchasing
213 PALAFOX PLACE - 2nd Floor, Pensacola, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
<http://www.myescambia.com/>

CLAUDIA SIMMONS, CPPO
Purchasing Manager

December 9, 2013

To: All Known Bidders

ADDENDUM NUMBER 1:

Re: **Specification Number: PD 13-14.006, Roadway Materials Pricing Agreement**

Bidders:

We recently publicly noticed an Invitation to Bid on the above referenced specification.

This Addendum #1 provides for the following:

Revised Bid Form

The bid form has been revised to add one item, #67 Stone.

Clarifications

Delivery is to mean anywhere in Escambia County.

This Addendum Number 1 is furnished to all known Bidders. Please sign and return one copy of this Addendum, with your original signature, with your Bid as an acknowledgment of your having received.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Nobles", with a long horizontal line extending to the right.

Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN

PD 13-14.006, Roadway Materials Pricing Materials

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM
SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Roadway Materials Pricing Materials

SOLICITATION NUMBER: PD 13-14.006

SOLICITATION

MAILING DATE: Tuesday, November 12, 2013

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CST, Tuesday, December 10, 2013** and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

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 rights title and interest in and to all causes 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)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20	Ton		
2	Asphalt Concrete, FC 9.5	21-100	Ton		
3	Asphalt Concrete, FC 9.5	101-1000	Ton		
4	Asphalt Concrete, FC 9.5	Over 1000	Ton		
5	Asphalt Concrete, SP 9.5	up to 20	Ton		
6	Asphalt Concrete, SP 9.5	21-100	Ton		
7	Asphalt Concrete, SP 9.5	101-1000	Ton		
8	Asphalt Concrete, SP 9.5	Over 1000	Ton		
9	Asphalt Concrete, SP 12.5	up to 20	Ton		

PD 13-14.006, Roadway Materials Pricing Materials

Bid Item #	Description	Quantity	Units	Delivered	Supplied
10	Asphalt Concrete, SP 12.5	21-100	Ton		
11	Asphalt Concrete, SP 12.5	101-1000	Ton		
12	Asphalt Concrete, SP 12.5	Over 1000	Ton		
13	Liquid Asphalt Tack	1	Ton		
14	#57 Stone	1	Ton		
15	#67 Stone	1	Ton		
16	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	1	Ton		
17	Gabion Concrete, 3"-6", No Rebar or Mesh	1	Ton		
18	Rip Rap	1	Ton		
19	Used Asphalt Chunks, Clean, No Debris	1	Ton		

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

 Name of Contractor

By _____
 Signature of Person Authorized to Sign Date

ATTEST: _____
 Corporate Secretary Date

[CORPORATE SEAL]

ATTEST: _____
 Witness Date

ATTEST: _____
 Witness Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____
 County Administrator Date

WITNESS _____
 Date

WITNESS _____
 Date

Awarded Date _____

Effective Date _____

[] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. _____

2. _____

3. _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

State of Florida Department of State Certificate of Authority Document Number _____

PD 13-14.006, Roadway Materials Pricing Materials

Terms of Payment (Check one) Net 30 Days ____ 2% 10th Prox ____

Will your company accept Escambia County Purchasing Cards? Yes ____ No ____.

Will your company accept Escambia County Direct Payment Vouchers? Yes ____ No ____.

By: _____

Person to contact concerning this bid: ____

Signature: _____

Title: _____

Phone # _____

Address: _____

E-Mail Address: _____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **\$1,000.00**.

Exhibit "B"

PD 13-14.006, Roadway Materials Pricing Materials

SIGN AND RETURN THIS FORM WITH YOUR BIDS****SOLICITATION, OFFER AND AWARD FORM**
SUBMIT OFFERS TO:ESCAMBIA COUNTY FLORIDA
Invitation to Bid

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

Roadway Materials Pricing Materials

SOLICITATION NUMBER: PD 13-14.006

SOLICITATION

MAILING DATE: Tuesday, November 12, 2013

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CST, Tuesday, December 10, 2013** and may not be withdrawn within 90 days after such date and time.**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

01-0692695

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: Midsouth Paving, Inc.

REASON FOR NO OFFER: _____

ADDRESS: 4375 McCoy DriveCITY, ST. & ZIP: Pensacola, FL 32503PHONE NO.: (850) 433-3001BID BOND ATTACHED \$ 1,000.00TOLL FREE NO.: () N/AFAX NO.: (850) 434-8971

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes 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 the offeror.

Tunstall B. Perry, IV. / Vice President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20	Ton	\$112.00	\$100.00
2	Asphalt Concrete, FC 9.5	21-100	Ton	\$112.00	\$100.00
3	Asphalt Concrete, FC 9.5	101-1000	Ton	\$94.50	\$82.50
4	Asphalt Concrete, FC 9.5	Over 1000	Ton	\$94.50	\$82.50
5	Asphalt Concrete, SP 9.5	up to 20	Ton	\$73.00	\$61.00
6	Asphalt Concrete, SP 9.5	21-100	Ton	\$73.00	\$61.00
7	Asphalt Concrete, SP 9.5	101-1000	Ton	\$73.00	\$61.00
8	Asphalt Concrete, SP 9.5	Over 1000	Ton	\$73.00	\$61.00
9	Asphalt Concrete, SP 12.5	up to 20	Ton	\$72.00	\$60.00

Exhibit "B"

PD 13-14.006, Roadway Materials Pricing Materials

Bid Item #	Description	Quantity	Units	Delivered	Supplied
10	Asphalt Concrete, SP 12.5	21-100	Ton	\$72.00	\$60.00
11	Asphalt Concrete, SP 12.5	101-1000	Ton	\$72.00	\$60.00
12	Asphalt Concrete, SP 12.5	Over 1000	Ton	\$72.00	\$60.00
13	Liquid Asphalt Tack	1	Gallon Ton	NO BID	\$5.00
14	#57 Stone	1	Ton	\$42.55	\$30.55
15	#67 Stone	1	Ton	\$42.55	\$30.55
16	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	1	Ton	\$32.00	\$20.00
17	Gabion Concrete, 3"-6", No Rebar or Mesh	1	Ton	NO BID	NO BID
18	Rip Rap	1	Ton	\$61.35	\$49.35
19	Used Asphalt Chunks, Clean, No Debris	1	Ton	\$32.00	\$20.00

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By

Signature of Person Authorized to Sign

Date

ATTEST:

Corporate Secretary

Date

[CORPORATE SEAL]

ATTEST:

Witness

Date

ATTEST:

Witness

Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By

County Administrator

Date

WITNESS

Date

WITNESS

Date

Awarded Date

Effective Date

[] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. Pensacola Plant - 4375 McCoy Drive, Pensacola, FL 32503

2. DeFuniak Plant - 290 Lees Place, DeFuniak, FL 32433

3. _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1

Date 12/9/13

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Addendum No. _____

Date _____

State of Florida Department of State Certificate of Authority Document Number F09000000465

Exhibit "B"

PD 13-14.006, Roadway Materials Pricing Materials

Terms of Payment (Check one) Net 30 Days ☒ 2% 10th Prox_____

Will your company accept Escambia County Purchasing Cards? Yes ☒ No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes ☒ No_____.

By: Tunstall B. Perry, IV.

Person to contact concerning this bid:_____

Signature: 

Tunstall B. Perry, IV.

Title: Vice President

Phone # 850-433-3001

Address: 4375 McCoy Drive

E-Mail Address: _____

Pensacola, FL 32503

tbperry@apac.com

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **\$1,000.00**.

ROADWAY MATERIALS PRICING AGREEMENT PD13-14.006

This Agreement is made and entered into this ____ day of _____, 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Panhandle Grading & Paving, Inc., a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-1879185, and whose principal address is 2665 Solo Dos Familiaf, Pensacola, Florida 32534.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid relating to roadway materials (PD 13-14.006); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such materials; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of purchasing certain roadway materials on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence as of the effective date and continue for a term of one (1) year with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Roadway Materials Pricing, Specification No. P.D. 13-14.006, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Pricing. County shall pay Contractor for roadway materials in accordance with the Contractor's Bid Form, dated December 10, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for roadway materials to the Contractor on an as-needed basis. The materials shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity of materials is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor on the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount of materials will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

9. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 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. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to 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.

9. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Excess or Umbrella Liability coverage.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. 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.

11. 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: Panhandle Grading & Paving, Inc.
Attention: Donald Long
2665 Solo Dos Familiaf
Pensacola, Florida 32534

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, 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.

12. 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.

13. 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 Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

14. 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.

15. 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, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. 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.

17. 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.

18. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2014, and Panhandle Grading & Paving, Inc., signing by and through its Vice-President, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____, 2014

Approved as to form and legal
sufficiency.

By/Title: K. Howard
Date: 7/6/14

CONTRACTOR:
Panhandle Grading & Paving, Inc.

ATTEST:

By: _____

By: _____
Corporate Secretary
(SEAL)

Date: _____

Or

Witness

Witness

Exhibit "A"
**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

Roadway Materials Pricing Agreement

SPECIFICATION NUMBER PD 13-14.006

BIDS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, Tuesday, December 10, 2013

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners

Gene Valentino, Chairman
Lumon May, Vice Chairman
Wilson Robertson
Grover Robinson, IV
Steven Barry

From:
Claudia Simmons
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Purchasing Assistance:

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: paul_nobles@co.escambia.fl.us

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).

NOTICE

<p>It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.</p>

Exhibit "A"
**ESCAMBA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ROADWAY MATERIALS PRICING AGREEMENT
SPECIFICATION PD 13-14.006**

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 FOR 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 BID FORM (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)
- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS" (pgs 16-19)
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES (pg 4-5)
- DRUG-FREE WORKPLACE FORM (pg 6)
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION (pg 7-8)
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (see <http://www.sunbiz.org/search.html>)

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 ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- PAYMENT AND PERFORMANCE BONDS

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE 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 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

Exhibit "A"
NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

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.

Exhibit "A"
ROADWAY MATERIALS PRICING AGREEMENT
PD 13-14.006

TABLE OF CONTENTS

	<u>Page</u>
Solicitation, Offer, Bid and Award Form	1
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes	4
Drug Free Workplace Form	6
Information Sheet for Transactions and Conveyances Corporation Identification	7
List of General Terms and Conditions (Incorporated by Reference)	9
Special Terms and Conditions	11

Exhibit "A"
PD 13-14.006, Roadway Materials Pricing Agreement

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Roadway Materials Pricing Agreement

SOLICITATION NUMBER: PD 13-14.006

SOLICITATION

MAILING DATE: Monday, November 18, 2013

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CST, Tuesday, December 10, 2013** and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

REASON FOR NO OFFER:

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

BID BOND ATTACHED \$ _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20 Ton			
2	Asphalt Concrete, FC 9.5	21-100 Ton			
3	Asphalt Concrete, FC 9.5	101-1000 Ton			
4	Asphalt Concrete, FC 9.5	Over 1000 Ton			
5	Asphalt Concrete, SP 9.5	up to 20 Ton			
6	Asphalt Concrete, SP 9.5	21-100 Ton			
7	Asphalt Concrete, SP 9.5	101-1000 Ton			
8	Asphalt Concrete, SP 9.5	Over 1000 Ton			
9	Asphalt Concrete, SP 12.5	up to 20 Ton			
10	Asphalt Concrete, SP 12.5	21-100 Ton			
11	Asphalt Concrete, SP 12.5	101-1000 Ton			
12	Asphalt Concrete, SP 12.5	Over 1000 Ton			
13	Liquid Asphalt Tack	Gallon			
14	#57 Stone	Ton			

Exhibit "A"
PD 13-14.006, Roadway Materials Pricing Agreement

Bid Item #	Description	Quantity	Units	Delivered	Supplied
15	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	Ton			
16	Gabion Concrete, 3"-6", No Rebar or Mesh	Ton			
17	Rip Rap	Ton			
18	Used Asphalt Chunks, Clean, No Debris	Ton			

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

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

[] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. _____
2. _____
3. _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

State of Florida Department of State Certificate of Authority Document Number _____

Terms of Payment (Check one) Net 30 Days ____ 2% 10th Prox ____

Will your company accept Escambia County Purchasing Cards? Yes ____ No ____.

Will your company accept Escambia County Direct Payment Vouchers? Yes ____ No ____.

Exhibit "A"

PD 13-14.006, Roadway Materials Pricing Agreement

By: _____

Person to contact concerning this bid: _____

Signature: _____

Title: _____

Phone # _____

Address: _____

E-Mail Address: _____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies)
in the amount of **\$1,000.00.**

PD 13-14.006, Roadway Materials Pricing Agreement

**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

PD 13-14.006, Roadway Materials Pricing Agreement

entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____
(Type of identification)

(Printed typed or stamped commissioned name of notary public)

PD 13-14.006, Roadway Materials Pricing Agreement

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

Exhibit "A"
PD 13-14.006, Roadway Materials Pricing Agreement

**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 page 2)

PD 13-14.006, Roadway Materials Pricing Agreement

Page 2 of 2

Corporate Identification

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____

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: _____

PD 13-14.006, Roadway Materials Pricing Agreement

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 vary 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.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE 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**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
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**

PD 13-14.006, Roadway Materials Pricing Agreement

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://www.sunbiz.org/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

PD 13-14.006, Roadway Materials Pricing Agreement

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, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 13-14.006, Roadway Materials 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:

2. **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.

PD 13-14.006, Roadway Materials Pricing Agreement

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.

3. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00** of the total offer.

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 department. 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.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM, Purchasing Coordinator, Telephone (850) 595-4918, Fax (850) 595-4805, Email prnobles@myescambia.com.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and 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. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County.

PD 13-14.006, Roadway Materials Pricing Agreement

7. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **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 equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Roads & Bridges
Wes Moreno
601 Hwy 297A
Cantonment, FL 32533

10. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. **Protection of Property/Security**

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.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Exhibit "A"

PD 13-14.006, Roadway Materials Pricing Agreement

Contract Information
NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

13. Contract Term/Renewal/Termination

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. Option to Extend the Term of the Contract

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

15. Interim Extension of Performance

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. Pricing

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

PD 13-14.006, Roadway Materials Pricing Agreement

17. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

18. **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, unless otherwise stipulated by the offeror on the bid/proposal form.

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 solicitation.

19. **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.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid/proposal form.

20. **Award**

Award shall be made on an "item-by-item" basis.

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

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 bidders 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.

21. **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.

PD 13-14.006, Roadway Materials Pricing Agreement

22. 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.)

23. 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.

Insurance Requirements

24. 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.

24.01 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.

PD 13-14.006, Roadway Materials Pricing Agreement

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

PD 13-14.006, Roadway Materials Pricing Agreement

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: Paul R. Nobles, CPPO, CPPB
Office of Purchasing, 2nd FL, Room 11.101
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.

PD 13-14.006, Roadway Materials Pricing Agreement

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.

25. 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.



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Office of Purchasing
213 PALAFOX PLACE - 2nd Floor, Pensacola, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
<http://www.myescambia.com/>

CLAUDIA SIMMONS, CPPO
Purchasing Manager

December 9, 2013

To: All Known Bidders

ADDENDUM NUMBER 1:

Re: **Specification Number: PD 13-14.006, Roadway Materials Pricing Agreement**

Bidders:

We recently publicly noticed an Invitation to Bid on the above referenced specification.

This Addendum #1 provides for the following:

Revised Bid Form

The bid form has been revised to add one item, #67 Stone.

Clarifications

Delivery is to mean anywhere in Escambia County.

This Addendum Number 1 is furnished to all known Bidders. Please sign and return one copy of this Addendum, with your original signature, with your Bid as an acknowledgment of your having received.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Nobles", with a long horizontal line extending to the right.

Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN

PD 13-14.006, Roadway Materials Pricing Materials

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM
SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Roadway Materials Pricing Materials

SOLICITATION NUMBER: PD 13-14.006

SOLICITATION

MAILING DATE: Tuesday, November 12, 2013

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CST, Tuesday, December 10, 2013** and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

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 rights title and interest in and to all causes 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)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20	Ton		
2	Asphalt Concrete, FC 9.5	21-100	Ton		
3	Asphalt Concrete, FC 9.5	101-1000	Ton		
4	Asphalt Concrete, FC 9.5	Over 1000	Ton		
5	Asphalt Concrete, SP 9.5	up to 20	Ton		
6	Asphalt Concrete, SP 9.5	21-100	Ton		
7	Asphalt Concrete, SP 9.5	101-1000	Ton		
8	Asphalt Concrete, SP 9.5	Over 1000	Ton		
9	Asphalt Concrete, SP 12.5	up to 20	Ton		

PD 13-14.006, Roadway Materials Pricing Materials

Bid Item #	Description	Quantity	Units	Delivered	Supplied
10	Asphalt Concrete, SP 12.5	21-100	Ton		
11	Asphalt Concrete, SP 12.5	101-1000	Ton		
12	Asphalt Concrete, SP 12.5	Over 1000	Ton		
13	Liquid Asphalt Tack	1	Ton		
14	#57 Stone	1	Ton		
15	#67 Stone	1	Ton		
16	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	1	Ton		
17	Gabion Concrete, 3"-6", No Rebar or Mesh	1	Ton		
18	Rip Rap	1	Ton		
19	Used Asphalt Chunks, Clean, No Debris	1	Ton		

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

 Name of Contractor

By _____
 Signature of Person Authorized to Sign Date

ATTEST: _____
 Corporate Secretary Date

[CORPORATE SEAL]

ATTEST: _____
 Witness Date

ATTEST: _____
 Witness Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____
 County Administrator Date

WITNESS _____
 Date

WITNESS _____
 Date

Awarded Date _____

Effective Date _____

[] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. _____

2. _____

3. _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

State of Florida Department of State Certificate of Authority Document Number _____

PD 13-14.006, Roadway Materials Pricing Materials

Terms of Payment (Check one) Net 30 Days ____ 2% 10th Prox ____

Will your company accept Escambia County Purchasing Cards? Yes ____ No ____.

Will your company accept Escambia County Direct Payment Vouchers? Yes ____ No ____.

By: _____

Person to contact concerning this bid: ____

Signature: _____

Title: _____

Phone # _____

Address: _____

E-Mail Address: _____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **\$1,000.00**.

Exhibit "B"

PD 13-14.006, Roadway Materials Pricing Materials

SIGN AND RETURN THIS FORM WITH YOUR BIDS****SOLICITATION, OFFER AND AWARD FORM**

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Invitation to Bid

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

Roadway Materials Pricing Materials

SOLICITATION NUMBER: PD 13-14.006

SOLICITATION

MAILING DATE: Tuesday, November 12, 2013

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, Tuesday, December 10, 2013 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-1879185

TERMS OF PAYMENT:

net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: Panhandle Grading & Paving, Inc.

ADDRESS: 2665 Solo Dos Familias

CITY, ST. & ZIP: Pensacola, FL 32534

PHONE NO.: (850) 478-5250

TOLL FREE NO.: ()

FAX NO.: (850) 479-5901

REASON FOR NO OFFER:

n/a

BID BOND ATTACHED \$ 1,000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes 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 the offeror.

Donald Long, Vice- President

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)



SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)
****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20	Ton	120.00	115.00
2	Asphalt Concrete, FC 9.5	21-100	Ton	95.00	91.00
3	Asphalt Concrete, FC 9.5	101-1000	Ton	85.00	81.00
4	Asphalt Concrete, FC 9.5	Over 1000	Ton	85.00	81.00
5	Asphalt Concrete, SP 9.5	up to 20	Ton	74.80	60.80
6	Asphalt Concrete, SP 9.5	21-100	Ton	64.80	60.80
7	Asphalt Concrete, SP 9.5	101-1000	Ton	64.80	60.80
8	Asphalt Concrete, SP 9.5	Over 1000	Ton	64.80	60.80
9	Asphalt Concrete, SP 12.5	up to 20	Ton	74.80	60.80

Exhibit "B"

PD 13-14.006, Roadway Materials Pricing Materials

Bid Item #	Description	Quantity	Units	Delivered	Supplied
10	Asphalt Concrete, SP 12.5	21-100	Ton	<u>64.80</u>	<u>60.80</u>
11	Asphalt Concrete, SP 12.5	101-1000	Ton	<u>64.80</u>	<u>60.80</u>
12	Asphalt Concrete, SP 12.5	Over 1000	Ton	<u>64.80</u>	<u>60.80</u>
13	Liquid Asphalt Tack	1	GAL Ton	<u>5.50</u>	<u>4.25</u>
14	#57 Stone	1	Ton	<u>36.40</u>	<u>32.40</u>
15	#67 Stone	1	Ton	<u>36.40</u>	<u>32.40</u>
16	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	1	Ton	<u>19.00</u>	<u>15.00</u>
17	Gabion Concrete, 3"-6", No Rebar or Mesh	1	Ton	<u>No Bid</u>	<u>No Bid</u>
18	Rip Rap	1	Ton	<u>46.00</u>	<u>42.00</u>
19	Used Asphalt Chunks, Clean, No Debris	1	Ton	<u>32.00</u>	<u>28.00</u>

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Donald Long, Vice- President

Name of Contractor

Panhandle Grading & Paving, Inc.

By

Signature of Person Authorized to Sign

Date

ATTEST

Corporate Secretary

Date

[CORPORATE SEAL]

ATTEST

Witness

Date

ATTEST

Witness

Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By

County Administrator

Date

WITNESS

Date

WITNESS

Date

Awarded Date

Effective Date

[] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. 2665 Solo Dos Familiaf, Pensacola, FL 32534

2. 55 E. Quintette Road, Cantonment, FL 32533

3. 6108 Wastle Road, Milton, FL 32583

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1

Date 12/9/13

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Addendum No. _____

Date _____

State of Florida Department of State Certificate of Authority Document Number 607410

PD 13-14.006, Roadway Materials Pricing Materials

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **\$1,000.00**.

ROADWAY MATERIALS PRICING AGREEMENT PD13-14.006

This Agreement is made and entered into this ____ day of _____, 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Roads, Inc. of NWF, a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-3598732, and whose principal address is 106 Stone Boulevard, Cantonment, Florida 32533.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid relating to roadway materials (PD 13-14.006); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such materials; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of purchasing certain roadway materials on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence as of the effective date and continue for a term of one (1) year with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Roadway Materials Pricing, Specification No. P.D. 13-14.006, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Pricing. County shall pay Contractor for roadway materials in accordance with the Contractor's Bid Form, dated December 10, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for roadway materials to the Contractor on an as-needed basis. The materials shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity of materials is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor on the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount of materials will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

9. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 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. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to 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.

9. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Excess or Umbrella Liability coverage.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. 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.

11. 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: Roads, Inc. of NWF
Attention: Cody Rawson
106 Stone Boulevard
Cantonment, Florida 32533

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, 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.

12. 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.

13. 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 Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

14. 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.

15. 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, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. 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.

17. 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.

18. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2014, and Roads, Inc. of NWF, signing by and through its President, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____ 2014

Approved as to form and legal
sufficiency.

By/Title: Kellie OACA
Date: 1/6/14

CONTRACTOR:
Roads, Inc. of NWF

ATTEST:

By: _____

By: _____
Corporate Secretary
(SEAL)

Date: _____

Or

Witness

Witness

Exhibit "A"
**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

Roadway Materials Pricing Agreement

SPECIFICATION NUMBER PD 13-14.006

BIDS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, Tuesday, December 10, 2013

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners

Gene Valentino, Chairman
Lumon May, Vice Chairman
Wilson Robertson
Grover Robinson, IV
Steven Barry

From:
Claudia Simmons
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Purchasing Assistance:

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: paul_nobles@co.escambia.fl.us

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).

NOTICE

<p>It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.</p>
--

Exhibit "A"
**ESCAMBA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ROADWAY MATERIALS PRICING AGREEMENT
SPECIFICATION PD 13-14.006**

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 FOR 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 BID FORM (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)
- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS" (pgs 16-19)
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES (pg 4-5)
- DRUG-FREE WORKPLACE FORM (pg 6)
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION (pg 7-8)
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (see <http://www.sunbiz.org/search.html>)

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 ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- PAYMENT AND PERFORMANCE BONDS

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE 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 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

Exhibit "A"
NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

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.

Exhibit "A"
ROADWAY MATERIALS PRICING AGREEMENT
PD 13-14.006

TABLE OF CONTENTS

	<u>Page</u>
Solicitation, Offer, Bid and Award Form	1
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes	4
Drug Free Workplace Form	6
Information Sheet for Transactions and Conveyances Corporation Identification	7
List of General Terms and Conditions (Incorporated by Reference)	9
Special Terms and Conditions	11

Exhibit "A"
PD 13-14.006, Roadway Materials Pricing Agreement

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Roadway Materials Pricing Agreement

SOLICITATION NUMBER: PD 13-14.006

SOLICITATION

MAILING DATE: Monday, November 18, 2013

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CST, Tuesday, December 10, 2013** and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

REASON FOR NO OFFER:

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

BID BOND ATTACHED \$ _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20 Ton			
2	Asphalt Concrete, FC 9.5	21-100 Ton			
3	Asphalt Concrete, FC 9.5	101-1000 Ton			
4	Asphalt Concrete, FC 9.5	Over 1000 Ton			
5	Asphalt Concrete, SP 9.5	up to 20 Ton			
6	Asphalt Concrete, SP 9.5	21-100 Ton			
7	Asphalt Concrete, SP 9.5	101-1000 Ton			
8	Asphalt Concrete, SP 9.5	Over 1000 Ton			
9	Asphalt Concrete, SP 12.5	up to 20 Ton			
10	Asphalt Concrete, SP 12.5	21-100 Ton			
11	Asphalt Concrete, SP 12.5	101-1000 Ton			
12	Asphalt Concrete, SP 12.5	Over 1000 Ton			
13	Liquid Asphalt Tack	Gallon			
14	#57 Stone	Ton			

Exhibit "A"
PD 13-14.006, Roadway Materials Pricing Agreement

Bid Item #	Description	Quantity	Units	Delivered	Supplied
15	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	Ton			
16	Gabion Concrete, 3"-6", No Rebar or Mesh	Ton			
17	Rip Rap	Ton			
18	Used Asphalt Chunks, Clean, No Debris	Ton			

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

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

[] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. _____
2. _____
3. _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

State of Florida Department of State Certificate of Authority Document Number _____

Terms of Payment (Check one) Net 30 Days ____ 2% 10th Prox ____

Will your company accept Escambia County Purchasing Cards? Yes ____ No ____.

Will your company accept Escambia County Direct Payment Vouchers? Yes ____ No ____.

Exhibit "A"

PD 13-14.006, Roadway Materials Pricing Agreement

By: _____

Person to contact concerning this bid: _____

Signature: _____

Title: _____

Phone # _____

Address: _____

E-Mail Address: _____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies)
in the amount of **\$1,000.00.**

PD 13-14.006, Roadway Materials Pricing Agreement

**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

PD 13-14.006, Roadway Materials Pricing Agreement

entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____
(Type of identification)

(Printed typed or stamped commissioned name of notary public)

PD 13-14.006, Roadway Materials Pricing Agreement

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

Exhibit "A"
PD 13-14.006, Roadway Materials Pricing Agreement

**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 page 2)

PD 13-14.006, Roadway Materials Pricing Agreement

Page 2 of 2

Corporate Identification

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____

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: _____

PD 13-14.006, Roadway Materials Pricing Agreement

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 vary 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.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE 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**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
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**

PD 13-14.006, Roadway Materials Pricing Agreement

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://www.sunbiz.org/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

PD 13-14.006, Roadway Materials Pricing Agreement

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, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 13-14.006, Roadway Materials 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:

2. **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.

PD 13-14.006, Roadway Materials Pricing Agreement

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.

3. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00** of the total offer.

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 department. 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.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM, Purchasing Coordinator, Telephone (850) 595-4918, Fax (850) 595-4805, Email prnobles@myescambia.com.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and 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. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County.

PD 13-14.006, Roadway Materials Pricing Agreement

7. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **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 equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Roads & Bridges
Wes Moreno
601 Hwy 297A
Cantonment, FL 32533

10. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. **Protection of Property/Security**

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.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Exhibit "A"

PD 13-14.006, Roadway Materials Pricing Agreement

Contract Information
NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

13. Contract Term/Renewal/Termination

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. Option to Extend the Term of the Contract

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

15. Interim Extension of Performance

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. Pricing

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

PD 13-14.006, Roadway Materials Pricing Agreement

17. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

18. **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, unless otherwise stipulated by the offeror on the bid/proposal form.

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 solicitation.

19. **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.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid/proposal form.

20. **Award**

Award shall be made on an "item-by-item" basis.

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

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 bidders 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.

21. **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.

PD 13-14.006, Roadway Materials Pricing Agreement

22. 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.)

23. 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.

Insurance Requirements

24. 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.

24.01 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.

PD 13-14.006, Roadway Materials Pricing Agreement

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

PD 13-14.006, Roadway Materials Pricing Agreement

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: Paul R. Nobles, CPPO, CPPB
Office of Purchasing, 2nd FL, Room 11.101
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.

PD 13-14.006, Roadway Materials Pricing Agreement

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.

25. 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.



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Office of Purchasing
213 PALAFOX PLACE - 2nd Floor, Pensacola, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
<http://www.myescambia.com/>

CLAUDIA SIMMONS, CPPO
Purchasing Manager

December 9, 2013

To: All Known Bidders

ADDENDUM NUMBER 1:

Re: **Specification Number: PD 13-14.006, Roadway Materials Pricing Agreement**

Bidders:

We recently publicly noticed an Invitation to Bid on the above referenced specification.

This Addendum #1 provides for the following:

Revised Bid Form

The bid form has been revised to add one item, #67 Stone.

Clarifications

Delivery is to mean anywhere in Escambia County.

This Addendum Number 1 is furnished to all known Bidders. Please sign and return one copy of this Addendum, with your original signature, with your Bid as an acknowledgment of your having received.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Nobles", with a long horizontal line extending to the right.

Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN

PD 13-14.006, Roadway Materials Pricing Materials

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM
SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Roadway Materials Pricing Materials

SOLICITATION NUMBER: PD 13-14.006

SOLICITATION

MAILING DATE: Tuesday, November 12, 2013

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CST, Tuesday, December 10, 2013** and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

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 rights title and interest in and to all causes 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)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20	Ton		
2	Asphalt Concrete, FC 9.5	21-100	Ton		
3	Asphalt Concrete, FC 9.5	101-1000	Ton		
4	Asphalt Concrete, FC 9.5	Over 1000	Ton		
5	Asphalt Concrete, SP 9.5	up to 20	Ton		
6	Asphalt Concrete, SP 9.5	21-100	Ton		
7	Asphalt Concrete, SP 9.5	101-1000	Ton		
8	Asphalt Concrete, SP 9.5	Over 1000	Ton		
9	Asphalt Concrete, SP 12.5	up to 20	Ton		

PD 13-14.006, Roadway Materials Pricing Materials

Bid Item #	Description	Quantity	Units	Delivered	Supplied
10	Asphalt Concrete, SP 12.5	21-100	Ton		
11	Asphalt Concrete, SP 12.5	101-1000	Ton		
12	Asphalt Concrete, SP 12.5	Over 1000	Ton		
13	Liquid Asphalt Tack	1	Ton		
14	#57 Stone	1	Ton		
15	#67 Stone	1	Ton		
16	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	1	Ton		
17	Gabion Concrete, 3"-6", No Rebar or Mesh	1	Ton		
18	Rip Rap	1	Ton		
19	Used Asphalt Chunks, Clean, No Debris	1	Ton		

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

 Name of Contractor

By _____
 Signature of Person Authorized to Sign Date

ATTEST: _____
 Corporate Secretary Date

[CORPORATE SEAL]

ATTEST: _____
 Witness Date

ATTEST: _____
 Witness Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____
 County Administrator Date

WITNESS _____
 Date

WITNESS _____
 Date

Awarded Date _____

Effective Date _____

[] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. _____

2. _____

3. _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

State of Florida Department of State Certificate of Authority Document Number _____

PD 13-14.006, Roadway Materials Pricing Materials

Terms of Payment (Check one) Net 30 Days ____ 2% 10th Prox ____

Will your company accept Escambia County Purchasing Cards? Yes ____ No ____.

Will your company accept Escambia County Direct Payment Vouchers? Yes ____ No ____.

By: _____

Person to contact concerning this bid: ____

Signature: _____

Title: _____

Phone # _____

Address: _____

E-Mail Address: _____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **\$1,000.00**.

PD 13-14.006, Roadway Materials Pricing Materials

SIGN AND RETURN THIS FORM WITH YOUR BIDS****SOLICITATION, OFFER AND AWARD FORM**
SUBMIT OFFERS TO:ESCAMBIA COUNTY FLORIDA
Invitation to Bid

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

Roadway Materials Pricing Materials

SOLICITATION NUMBER: PD 13-14.006

SOLICITATION

MAILING DATE: Tuesday, November 12, 2013

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CST, Tuesday, December 10, 2013** and may not be withdrawn within **90** days after such date and time.**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-3598732

TERMS OF PAYMENT:

Net 30 Days

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Roads, Inc.

REASON FOR NO OFFER:

ADDRESS: 106 Stone Boulevard

CITY, ST. & ZIP: Cantonment, FL 32533

PHONE NO.: (850) 968-0991

BID BOND ATTACHED \$ \$1,000.00

TOLL FREE NO.: () N/A

FAX NO.: (850) 968-0996

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Cody Rawson, President

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20	Ton	\$118.65	\$98.65
2	Asphalt Concrete, FC 9.5	21-100	Ton	\$118.65	\$98.65
3	Asphalt Concrete, FC 9.5	101-1000	Ton	\$109.85	\$94.85
4	Asphalt Concrete, FC 9.5	Over 1000	Ton	\$94.85	\$87.80
5	Asphalt Concrete, SP 9.5	up to 20	Ton	\$64.80	\$57.80
6	Asphalt Concrete, SP 9.5	21-100	Ton	\$64.80	\$57.80
7	Asphalt Concrete, SP 9.5	101-1000	Ton	\$63.85	\$57.90
8	Asphalt Concrete, SP 9.5	Over 1000	Ton	\$63.85	\$57.90
9	Asphalt Concrete, SP 12.5	up to 20	Ton	\$69.50	\$62.50

Exhibit "B"

PD 13-14.006, Roadway Materials Pricing Materials

Bid Item #	Description	Quantity	Units	Delivered	Supplied
10	Asphalt Concrete, SP 12.5	21-100	Ton	\$61.90	\$56.45
11	Asphalt Concrete, SP 12.5	101-1000	Ton	\$61.40	\$56.45
12	Asphalt Concrete, SP 12.5	Over 1000	Ton	\$61.40	\$56.45
13	Liquid Asphalt Tack	1	Ton Gallon	\$10.00	\$4.50
14	#57 Stone	1	Ton	\$45.00	\$38.00
15	#67 Stone	1	Ton	\$45.00	\$38.00
16	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	1	Ton	\$29.00	\$23.00
17	Gabion Concrete, 3"-6", No Rebar or Mesh	1	Ton	\$35.00	\$30.00
18	Rip Rap	1	Ton	\$52.10	\$44.50
19	Used Asphalt Chunks, Clean, No Debris	1	Ton	\$21.88	\$16.90

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Cody Rawson, PRESIDENT

Name of Contractor

Roads, Inc. of NWF

By

 Signature of Person Authorized to Sign

12/10/2013 Date

ATTEST

Corporate Secretary

12/10/2013 Date

(CORPORATE SEAL)

ATTEST:

STEVEN HITE Witness

12/10/2013 Date

ATTEST

BRETT MOYLAN Witness

12/10/2013 Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By

County Administrator

Date

WITNESS

Date

WITNESS

Date

Awarded Date

Effective Date

[] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. 106 Stone Boulevard - Cantonment, Florida 32533 (For bid items #1-#15 and #19)
2. 700 S. Barracks Street - Pensacola, Florida (For bid item #18)
3. 2390 Longleaf Drive - Pensacola, Florida 32526 (For bid items #16-#17)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. ONE Date 12/9/13 Addendum No. _____ Date _____

Addendum No. TWO Date 12/10/13 Addendum No. _____ Date _____

State of Florida Department of State Certificate of Authority Document Number P99000085237



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5609

County Administrator's Report 15. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: Contract Award, PD 02-03.79, Professional Services as Governed by Florida Statute 287.055

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign Task Order-based Continuing Contracts to Larry M. Jacobs and Associates, Inc., per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
- Maximum Multiplier – 281.5% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055 "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis]

BACKGROUND:

The legal advertisement for this "Request for Letters of Interest" (RLI) was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative.

BUDGETARY IMPACT:

Funds to be budgeted for on an annual basis.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form F, Consulting Services), prepared by Legal.

PERSONNEL:

The Scope of Work for this project was developed by the Office of Purchasing.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts and F.S. 287.055 "Consultants' Competitive Negotiation Act".

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documentation and contract signature the Office of Purchasing shall notify the departments. The Office of Purchasing shall work with departments in negotiating Task Orders.

Attachments

Larry M Jacobs and Associates Agreement

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Larry M. Jacobs and Associates, Inc.

For

**Professional Service as Governed by Florida Statute 287.055
(PD 02-03.79)**

FORM F: CONSULTING SERVICES FOR TASK ORDERS

(Revised 2012)

TABLE OF CONTENTS

Agreement Declarations		PAGE
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	5
ARTICLE 4	Ordering of Work	5
ARTICLE 5	Time for Performance	5
ARTICLE 6	Compensation and Method of Payment	6
ARTICLE 7	Additional Services and Changes in Scope of Services	9
ARTICLE 8	County's Responsibilities	9
ARTICLE 9	Consultant's Responsibilities	10
ARTICLE 10	General Conditions	11

AGREEMENT

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32502-1590, (hereinafter referred to as "County,") and Larry M. Jacobs and Associates, Inc., a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is 59-1666174, and whose business address is, 328 E. Gadsden Street, Pensacola, Florida, 32501, (hereinafter referred to as "Consultant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE 1 **DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS:

The Board of County Commissioners is the governing body of Escambia County, Florida.

1.2 CONSULTANT:

Larry M. Jacobs and Associates, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR:

Whenever the term Contract Administrator is used herein, it is intended to mean Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator, Office of Purchasing. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 COUNTY:

Escambia County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

1.5 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

1.6 PROJECT:

The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

1.7 PROJECT MANAGER:

The project manager shall mean the staff person within the County who is assigned by the Contract Administrator to oversee the task order work.

1.8 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

1.9 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.10 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of

such negotiations.

2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected (Consultant Firm Name), to perform such services hereunder.

2.3 Escambia County will budget funds for each task order issued under the Agreement.

ARTICLE 3 **SCOPE OF SERVICES**

3.1 The Consultant will provide Professional Services as Governed by Florida Statute 287.055 as hereinafter described in this Article 3 for tasks outlined in Escambia County's RFP Specification No. P.D. 02-03.79. In the event of a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.

3.2 The basic professional services to be provided are as set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

ARTICLE 4 **ORDERING OF THE WORK**

4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.

4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.

4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.

5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT

6.1 **COMPENSATION:**

(a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit B, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the department issuing the Task Order and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit B, attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

6.2 **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.

6.3 DIRECT EXPENSES:

(a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:

1. Transportation expenses in connection with any task order.
2. Living expenses in connection with travel inside and outside of Escambia County and other related expenses.
3. Long distance communications and other miscellaneous communications expenses.
4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.
5. Cost of any software or hardware used or developed for any task order.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Agreement.

6.4 METHOD OF BILLING AND PAYMENT:

(a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Upon approval of the estimate by the County, payment upon properly executed payment requisitions shall be made to the Consultant within forty five (45) days.

(d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

- 6.5 Payment requisitions will be sent to: Notices will be sent to:
- To Be Determined Per Task Order County Administrator
Escambia County Administrator
221 Palafox Place
Pensacola, Florida 32502-1590
(850) 595-4900
(850) 595-4908

- 6.6 Payments and notices will be made to the Consultant at:

Keith Jacobs, P.E.
Larry M. Jacobs and Associates, Inc.
328 East Gadsden Street
Pensacola, FL 32501

(a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

ARTICLE 7

ADDITIONAL SERVICES AND

CHANGES IN SCOPE OF SERVICES

7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of Escambia County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

7.2 The County or the Consultant may request changes that would increase,

decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the County to the Consultant.

ARTICLE 8

COUNTY'S RESPONSIBILITIES

8.1 The County shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations.

8.3 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.

8.5 The County will assist in obtaining approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the task order by the Consultant.

8.6 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

9.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

9.2 **CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

(a) The design services provided to the County by the Consultant shall be certified by professional engineers registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional engineers.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Engineer of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 10
GENERAL CONDITIONS

10.1 OWNERSHIP OF DOCUMENTS

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

10.2 SUSPENSION OR TERMINATION OF WORK:

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.

(b) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss

pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

10.4 NO CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10.5 SUBCONTRACTORS

In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the Consultant must secure the prior written approval of the County unless such work is specifically detailed in the task order.

Any subcontractors or other professional associates retained by Consultant must carry the appropriate insurance coverage as specified in paragraph 10.8 below in an amount equal to or greater than the coverage carried by the Consultant.

10.6 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Government and its successors.

10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10.8 INSURANCE:

The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the

professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Agreement seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time or other relief with respect to the terms of the contract documents. The term "claim" also includes other disputes and matters in question between the County and the Consultant arising out of or relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

10.11 ALL PRIOR AGREEMENTS SUPERSEDED

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

10.13 HEADINGS:

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

10.14 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

10.15 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46 of the Escambia County Code of Ordinances.

10.16 SURVIVAL:

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

10.17 GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

10.18 INTERPRETATION:

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

10.19 SEVERABILITY:

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

10.20 COMPLIANCE WITH LAWS:

The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed

in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

10.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

10.22 PARTICIPATION IN OTHER PROCEEDINGS:

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

10.23 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

10.24 NO WAIVER:

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Board Chairman, duly authorized to execute this Agreement through the express delegation of authority set forth in Article II of Chapter 46, Escambia County Code of Ordinances, and Larry M. Jacobs and Associates, Inc., signing by and through its President, duly authorized to execute same.

CONSULTANT:

Larry M. Jacobs and Associates, Inc., a for-profit corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Secretary
[CORPORATE SEAL]

By: _____
President

Date: _____

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS: _____

By: _____
County Administrator

WITNESS: _____

Date: _____

BCC Approved: February 6, 2014



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5647

County Administrator's Report 15. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: VE13-14.003 Solid Waste Department Vehicle Purchase #2 –Caterpillar
336EL Hybrid Hydraulic Excavator

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Solid Waste Department Vehicle Purchase #2 – Caterpillar
336EL Hybrid Hydraulic Excavator - Amy Lovoy, Management and Budget Services Department
Director

That the Board approve the purchase of one Caterpillar 336EL Hybrid Hydraulic Excavator from Thompson Tractor Company, for the amount of \$319,884, per the terms and conditions of Governmental Contract Initiative (GOV-13-TUCS) with the City of Tucson/National IPA Contract - RFP#120377. In compliance with the Local Preference Initiative, this equipment purchase was posted on the County website for 30 days. No proposals were received.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401)

BACKGROUND:

VE13-14.003 Solid Waste Equipment Purchase #2-Caterpillar 336EL Hybrid Hydraulic Excavator was posted on the Escambia County website with the "Pending Vehicle and Equipment Purchases" from December 16, 2013 through January 15, 2014 in compliance with the Local Preference initiative. No proposals were received. The purchase of this Excavator will allow for the replacement of existing mainline unit #50374 which has reached the expected useful life. The Excavator will be operated and utilized for landfill site maintenance and FDEP permit compliance activities associated with landfill operations.

BUDGETARY IMPACT:

Funding: Fund 401, Solid Waste, Cost Center 230314, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

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:

N/A

Attachments

Thompson price proposal

14001040



November 19, 2013

Escambia County Solid Waste
13009 Beulah Road
Cantonment, FL

Use of the Governmental Contract Initiative (GOV-13-TUCS) with the City of Tucson / National IPA Contract – RFP#120377.

Thompson Tractor Company is pleased to offer the following tractor for your consideration.

One (1) New Caterpillar 336EL Hybrid Hydraulic Excavator

384-2104 336EL H HYDRAULIC EXCAVATOR
310-9652 AIR CLEANER, STANDARD
316-8883 SEAT, H-BACK, W/HEATER,S/AIR
319-1179 LIGHTING, CAB (HALOGEN)
324-5778 PANEL, STD START SWITCH
326-3902 COOLING, HIGH AMBIENT
327-6488 WASHER, WINDSHIELD UPPER/LOWER
340-8259 TRACK, 33" TG (GLT)
346-7053 GUARD, TRACK GUIDE, SEGMENTED
360-7095 R-BOOM/12'10" STICK HD PKG
236-8415 LINKAGE, BKT-DB W/LIFT
344-0773 BOOM, REACH 21'4" HD
344-0778 STICK, R12'10" DB HD
360-7112 R-CYLINDER PKG
357-4700 CYLINDER, STICK (W/O SLCV)
357-9764 CYLINDER, BKT (DB LINKAGE)
358-5965 CYLINDER, BOOM (W/O BLCV)
360-7167 GUARD HD BOTTOM PKG
134-8887 GUARD, SWIVEL
313-8113 GUARD, BOTTOM, HEAVY DUTY
346-7207 GUARD, TRAVEL MOTOR, HD
360-7170 CAB STD PKG

305-0456	CAB-ROPS,70/30,W/VANDAL-G BOSS
316-8853	WIPER-RADIAL, FRONT 70/30
319-1199	RADIO, 24V AM/FM
336-1150	SUN, SHADE (70/30)
340-6665	HATCH, OPENABLE ROOF
360-7201	COLD WEATHER STARTING PKG
319-0884	TERMINALS, JUMP START
324-5711	BATTERY, COLD WEATHER
339-6916	BLOCK HEATER
384-9775	QUICK DRAINS, READY (OIL)
416-9477	HYD VLV PKG
416-9483	JOYSTICK STANDARD STP PKG
416-9485	CAMERA, REAR VIEW PKG
432-5693	REGIONAL PKG,336E L H (ADSD-N)
305-0466	BELT, SEAT, 3" RETRACTABLE
350-8400	CONTROL, FINE SWING
316-8797	AIR CONDITIONER
335-0092	PRODUCT LINK-SATELLITE (PL321)
342-2207	72" 3.06 CYD HD BUCKET WITH TEETH AND SIDE CUTTERS

Warranty

12 month full machine with an additional two years or 5000 of power train plus hydraulic warranty

Pricing

\$428,085 Total List price of Caterpillar specified items

-\$ 77,055 18% of list discount from NIPA Contract

\$351,030 Selling price of specified Caterpillar items

\$8,640 Warranty cost

\$8,762 Zone 5 freight per contract

\$368,432 Sub-total

-\$ 48,548 Credit from Thompson Tractor Company to pay for warranty, freight and additional prep

\$319,884 Total selling price

Thompson Tractor Company

D. Rucker Brown

Sales representative

251-363-6266

ruckerbrown@thompsontractor.com



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5595

County Administrator's Report 15. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: PD13-14.008 Escambia County Florida Parks and Recreation Grounds
Mowing and Trimming for Athletic Parks Contracts

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreements Relating to Escambia County Florida Grounds
Mowing and Trimming for Athletic Parks - Amy Lovoy, Management and Budget Services
Department Director

That the Board award the Agreement Relating to Grounds Mowing and Trimming for Athletic Parks PD 13-14.008, Escambia County, Florida, Parks and Recreation Grounds Mowing and Trimming, for Zones 1, 2, 3, 4, 5, and 6, to the following Contractors for a term of 12 months, with option to renew for 2 additional 12-month extensions:

- A. Agreement for Zone 1 to Greenworks Groundskeeping & Landscaping Services, Inc., in the amount of \$39,000;
- B. Agreement for Zone 2 to Northwest Florida Landscaping, Inc., in the amount of \$45,000;
- C. Agreement for Zone 3 to Gulf Coast Environmental Contractors, Inc., in the amount of \$48,600;
- D. Agreement for Zone 4 to Rhett James Landscaping, Inc., in the amount of \$72,490;
- E. Agreement for Zone 5 to Emerald Coast Grass Company, LLC, in the amount of \$67,000; and
- F. Agreement for Zone 6 to Wallace Sprinkler & Supply, Inc., in the amount of \$57,200.

PD 13-14.008 is a Unit Price Contract based on a fixed cost per mow, and the estimated annual expenditures are listed.

[Funding: Fund 352, LOST III, Cost Center 350229, Object Code 53401, Project Number 08PR0078, Contract Contractor Annual Expenditure]

BACKGROUND:

On November 18, 2013 Invitation to Bid PD13-14.008 for the Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks Contract was advertised in the Pensacola News Journal. Two mandatory pre bid meetings were held on December 10 and 11, 2013. The Escambia County Parks and Recreation Department is assuming some of the mowing and trimming responsibilities for a total of 16 Athletic Parks to abate the costs of maintenance for Athletic Associations at the County Parks. The logistics of mowing and

trimming during a short playing season combined with the distances between the Parks and the playing schedules, make it impossible for one Contractor to meet the needs of all the Parks in a cost efficient and responsive manner. The Escambia County Parks and Recreation Department divided the 16 Parks into six (6) zones with each zone containing at least 2 Parks of similar size located within a reasonable distance of each other. Bids were received and Contracts will be let to the low bidder for each zone separately. In an effort to better manage the mowing contracts and provide the most responsive service to the Park Associations no Contractor will be responsible for more than one zone.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, Cost Center 350229. Object Code 53401, Project Number 08PR0078

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney prepared the agreements.

PERSONNEL:

N/A

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 Escambia County Florida Parks and Recreation Department will administer the contracts.

Attachments

BidtabZone1

BidtabZone2

BidtabZone3

BidtabZone4

BidtabZone5

BidtabZone6

Greenworks

Northwest Florida

Gulf Coast Environ.

Rhett James Land.

Emerald Coast

Wallace Sprinkler

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Escambia County Florida Parks and Recreation Grounds Mowing and Trimming – ZONE 1 ITB# 13-14.008					
Bid Opening Time: 3:00 p.m. CST Bid Opening Date: 12/16/2013 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Form	Qualifications Sheet	TOTAL ZONE 1
NAME OF BIDDER							
Greenworks Groundskeeping & Landscaping Services, Inc.	Y	Y	Y	Y	Y	Y	\$39,000
Economy Landscaping, Inc.	Y	Y	Y	Y	Y	Y	\$56,800
Gulf Coast Environmental Contractors, Inc.	Y	Y	Y	Y	Y	Y	\$153,000
Tyler Lawn Maintenance	Y	Y	Y	Y	Y	Y	\$66,000
WFL Turf Services, Inc.	Y	Y	Y	Y	Y	Y	\$57,800
Emerald Coast Grass Co., Inc.	Y	Y	Y	Y	Y	Y	\$94,639
First Choice Maintenance Services	Non-Responsive						\$96,800
Terry's Home & Lawn Maintenance, Inc.	Y	Y	Y	Y	Y	Y	\$43,800
BIDS OPENED BY:	Claudia Simmons, CPPO, Purchasing Manager						DATE: December 16, 2013
BIDS WITNESSED BY:	Lori Kistler, SOSA						DATE: December 16, 2013
BIDS TABULATED BY:	Lori Kistler, SOSA						DATE: December 16, 2013

CAR

DATE 2/6/2014

BOCC

DATE 2/6/2014

The Purchasing Manager/Designee recommends to the BCC: **To award a Contract to Greenworks Groundskeeping & Landscaping Services, Inc. in the amount of \$39,000. Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager. Posted 1/7/2014, 12:30p.m., CST**

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Escambia County Florida Parks and Recreation Grounds Mowing and Trimming – ZONE 2 ITB# 13-14.008					
Bid Opening Time: 3:00 p.m. CST Bid Opening Date: 12/17/2013 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Form	Qualifications Sheet	TOTAL ZONE 2
NAME OF BIDDER							
Gulf Coast Environmental Contractors, Inc.	Y	Y	Y	Y	Y	Y	\$66,200
Busy Bee Building Services	Non-Responsive						
Economy Landscaping, Inc.	Y	N	N	N	Y	Y	\$74,000
Northwest Florida Landscaping, Inc.	Y	Y	Y	Y	Y	Y	\$45,000
Common Area Solutions	Y	Y	Y	Y	Y	Y	\$95,040
Rhett James Landscaping	Y	Y	Y	Y	Y	Y	\$69,000
BIDS OPENED BY:	Claudia Simmons, CPPO, Purchasing Manager						DATE: December 17, 2013
BIDS WITNESSED BY:	Lori Kistler, SOSA						DATE: December 17, 2013
BIDS TABULATED BY:	Lori Kistler, SOSA						DATE: December 17, 2013

CAR
DATE 2/6/2014

BOCC
DATE 2/6/2014

The Purchasing Manager/Designee recommends to the BCC: **To award a Contract to Northwest Florida Landscaping, Inc. in the amount of \$45,000.**

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 1/7/2014, 12:30p.m., CST

CS/lk

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Escambia County Florida Parks and Recreation Grounds Mowing and Trimming – ZONE 3 ITB# 13-14.008					
Bid Opening Time: 3:00 p.m. CST Bid Opening Date: 12/18/2013 Opening Location: Rm. 11.407 NAME OF BIDDER	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Form	Qualifications Sheet	TOTAL ZONE 3
Busy Bee Building Services	Y				Y	Y	\$106,400
Gulf Coast Environmental Contractors, Inc.	Y	Y	Y	Y	Y	Y	\$48,600
Economy Landscaping	Y				Y	Y	\$85,200
First Choice Maintenance Services	Y	Y	Y	Y	Y	Y	\$140,800
Terry's Home Lawn Maintenance	Y	Y	Y	Y	Y	Y	\$87,600
Rhett James Landscaping	Y	Y	Y	Y	Y	Y	\$79,800
BIDS OPENED BY:	Claudia Simmons, CPPO, Purchasing Manager						DATE: December 18, 2013
BIDS WITNESSED BY:	Lori Kistler, SOSA						DATE: December 18, 2013
BIDS TABULATED BY:	Lori Kistler, SOSA						DATE: December 18, 2013

CAR
DATE 2/6/2014

BOCC
DATE 2/6/2014



The Purchasing Manager/Designee recommends to the BCC: To award a Contract to Gulf Coast Environmental Contractors, Inc. in the amount of \$48,600.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 1/7/2014, 12:30p.m., CST

CS/lk

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Escambia County Florida Parks and Recreation Grounds Mowing and Trimming – ZONE 4 ITB# 13-14.008					
Bid Opening Time: 3:00 p.m. CST Bid Opening Date: 12/19/2013 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Form	Qualifications Sheet	TOTAL ZONE 4
NAME OF BIDDER							
Tyler Lawn Maintenance	Y				Y	Y	\$128,000
Common Area Solutions	Y	Y	Y	Y	Y	Y	\$91,760
ASAP Field Services LLC	Non-Responsive						
Economy Landscaping Inc. of Northwest FL	Y				Y	Y	\$76,000
First Choice Maintenance Services	Y	Y	Y		Y	Y	\$92,000
WFL Turf Services, Inc.	Y				Y	Y	\$150,000
Rhett James Landscaping, Inc.	Y	Y	Y	Y	Y	Y	\$72,490
Terry's Home and Lawn Maintenance	Y	Y	Y	Y	Y	Y	\$86,800
BIDS OPENED BY:	Claudia Simmons, CPPO, Purchasing Manager						DATE: December 19, 2013
BIDS WITNESSED BY:	Lori Kistler, SOSA						DATE: December 19, 2013
BIDS TABULATED BY:	Lori Kistler, SOSA						DATE: December 19, 2013

CAR
DATE 2/6/2014

BOCC
DATE 2/6/2014

The Purchasing Manager/Designee recommends to the BCC: **To award a Contract to Rhett James Landscaping, Inc. in the amount of \$72,490.**

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 1/7/2014, 12:30p.m., CST

CS/lk

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Escambia County Florida Parks and Recreation Grounds Mowing and Trimming – ZONE 5 ITB# 13-14.008					
Bid Opening Time: 3:00 p.m. CST Bid Opening Date: 12/20/2013 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Form	Qualifications Sheet	TOTAL ZONE 5
NAME OF BIDDER							
Executive Landscaping, Inc.	Y	Y	Y	Y	Y	Y	\$315,000
Common Area Solutions	Y	Y	Y	Y	Y	Y	\$188,760
Emerald Coast Grass Co., LLC	Y	Y	Y	Y	Y	Y	\$67,000
Wallace Co.	Non-Responsive						
Southern Girl Botanical LLC	Y	Y	Y	Y	Y	Y	\$180,000
First Choice Maintenance Services	Y	Y	Y	Y	Y	Y	\$134,000
BIDS OPENED BY:	Claudia Simmons, CPPO, Purchasing Manager						DATE: December 20, 2013
BIDS WITNESSED BY:	Lori Kistler, SOSA						DATE: December 20, 2013
BIDS TABULATED BY:	Lori Kistler, SOSA						DATE: December 20, 2013

CAR
DATE 2/6/2014

BOCC
DATE 2/6/2014

The Purchasing Manager/Designee recommends to the BCC: **To award a Contract to Emerald Coast Grass Co., LLC, in the amount of \$67,000.**

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 1/7/2014, 12:30p.m., CST

CS/lk

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Escambia County Florida Parks and Recreation Grounds Mowing and Trimming – ZONE 6 ITB# 13-14.008					
Bid Opening Time: 3:00 p.m. CST Bid Opening Date: 12/23/2013 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Form	Qualifications Sheet	TOTAL ZONE 6
NAME OF BIDDER							
One Source Landscaping LLC	Y	Y	Y	Y	Y	Y	\$90,000
Common Area Solutions	Y	Y	Y	Y	Y	Y	\$89,650
Total Landscape Service, Inc.	Y	Y	Y	Y	Y	Y	\$89,750
WFL Turf Services, Inc.	Y	Y	Y	Y	Y	Y	\$167,200
Terry's Home Lawn Maintenance	Y	Y	Y	Y	Y	Y	\$118,000
Wallace Sprinkler & Supply, Inc.	Y	Y	Y	Y	Y	Y	\$57,200
Southern Girl Botanical LLC	Y	Y	Y	Y	Y	Y	\$140,000
ASAP Field Services LLC	Y	Y	Y	Y	Y	Y	\$245,000
Executive Landscaping, Inc.	Y	Y	Y	Y	Y	Y	\$168,000
First Choice Maintenance Service	Y	Y	Y	Y	Y	Y	\$174, 800
BIDS OPENED BY:	Claudia Simmons, CPPO, Purchasing Manager						DATE: December 23, 2013
BIDS WITNESSED BY:	Lori Kistler, SOSA						DATE: December 23, 2013
BIDS TABULATED BY:	Lori Kistler, SOSA						DATE: December 23, 2013

CAR
DATE 2/6/2014BOCC
DATE 2/6/2014

The Purchasing Manager/Designee recommends to the BCC: To award a Contract to Wallace Sprinkler & Supply, Inc. in the amount of \$57,200.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 1/7/2014, 12:30p.m., CST

CS/lk

**AGREEMENT RELATING TO GROUNDS MOWING
AND TRIMMING FOR ATHLETIC PARKS PD13-14.008**

This Agreement is made and entered into this ____ day of _____, 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Greenworks Groundskeeping & Landscape Services, Inc., a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-3298035, and whose principal address is 5105 Hamilton Bridge Road, Pace, Florida 32571.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking contractor's to perform grounds mowing and trimming services for 16 County owned athletic parks, subdivided into 6 geographic zones within Escambia County (PD 13-14.008); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services for those athletic parks located within the zone as described herein; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence as of the effective date and continue for a term of one (1) year with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Park Properties**. The County Athletic Park Properties that are the subject of this Agreement shall include the following:

Zone 1

Name	Bradberry
Address	4760 Highway 99A, Molino, FL
Description	7 Acres; 40 Cuts/Year
Name	Ernest Ward
Address	7650 Highway 97, McDavid, FL
Description	2 Acres; 40 Cuts/Year

Name Molino
Address 2320 Crabtree Church Rd, Molino, FL
Description 12 Acres; 40 Cuts/Year

4. Scope of Work. Contractor agrees to perform grounds mowing and trimming services for the park properties identified herein in accordance with the scope of work and corresponding specifications as outlined in Escambia County's Invitation to Bidders for Parks and Recreation Grounds Mowing and Trimming for Athletic Parks, Specification No. P.D. 13-14.008, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
5. Compensation. In exchange for Contractor's provision of the services referenced above, County shall pay Contractor in accordance with the Bid Form, dated December 11, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".
6. Purchase Orders. The County shall issue written purchase orders on an annual basis. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.
7. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.
8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.
9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 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. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to 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.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. 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.

12. 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: Greenworks Groundskeeping &
Landscape Services, Inc
Attention: Christopher E. Schepper
5105 Hamilton Bridge Road
Pace, Florida 32571

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, 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.

13. 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.

14. 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 Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. 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.

16. 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, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. 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.

18. 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.

19. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

CONTRACTOR: GREENWORKS
GROUNDKEEPING & LANDSCAPE SERVICES,
INC.

ATTEST:

By: _____
Christopher E. Schepper, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION GROUNDS MOWING AND TRIMMING
FOR ATHLETIC PARKS
SPECIFICATION PD 13-14.008

• 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 FOR 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 ORIGINAL SIGNATURE
- BID FORM WITH ORIGINAL SIGNATURE
- QUALIFICATIONS STATEMENT

THIS BID CONTAINS SIX (6) BID FORMS AND IS BASED ON GROUNDS MOWING AND TRIMMING FOR 6 SPECIFIC ZONES AS IDENTIFIED IN THE BID DOCUMENTS. BIDS WILL BE RECEIVED FOR EACH ZONE SEPARATELY AND AT SPECIFIED DATES AND TIMES BY ZONES 1 THROUGH 6. BIDS MUST BE SUBMITTED PER THE INSTRUCTIONS CONTAINED HEREIN. BIDS NOT IN COMPLIANCE WITH BID INSTRUCTIONS WILL NOT BE ACCEPTED.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- 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?

- **MANDATORY PRE BID MEETING:**
PLEASE NOTE THAT THIS BID CONTAINS A REQUIREMENT TO ATTEND ONE OF THE TWO PRE-BID MEETINGS. ATTENDANCE IS MANDATORY FOR ALL BIDDERS.

- **PRE-BID MEETINGS SCHEDULED AS FOLLOWS:**

MANDATORY PRE-BID CONFERENCE WILL BE HELD AT THE ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX – 3363 WEST PARK PLACE, ROOM 104, PENSACOLA, FLORIDA 32505.
BIDDERS MUST ATTEND ONE OF THE FOLLOWING:

DATE: TUESDAY, DECEMBER 10, 2013
TIME: 9:00 AM CST

DATE: WEDNESDAY, DECEMBER 11, 2013
TIME: 3:30 PM CST

BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO WERE NOT IN ATTENDANCE AT ONE OF THE PRE-BID MEETINGS

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR

DO NOT

YOUR BID



**ESCAMBIA COUNTY
FLORIDA
INVITATION TO BID**

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING**

SPECIFICATION NUMBER PD 13-14.008

BIDS FOR ZONE 1 WILL BE RECEIVED UNTIL: 3:00 p.m., CST Monday, December 16, 2013
BIDS FOR ZONE 2 WILL BE RECEIVED UNTIL 3:00 pm CST Tuesday, December 17, 2013
BIDS FOR ZONE 3 WILL BE RECEIVED UNTIL 3:00 pm Wednesday, December 18, 2013
BIDS FOR ZONE 4 WILL BE RECEIVED UNTIL 3:00 pm Thursday, December 19, 2013
BIDS FOR ZONE 5 WILL BE RECEIVED UNTIL 3:00 pm Friday, December 20, 2013
BIDS FOR ZONE 6 WILL BE RECEIVED UNTIL 3:00 pm Monday, December 23, 2013

At the

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

Gene Valentino, Chairman
Lumon May, Vice Chairman
Stephen Barry
Grover Robinson, IV
Wilson Robertson

From:

**Claudia Simmons, CPPO
Purchasing Manager**

Procurement Assistance:
Claudia Simmons, CPPO
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805

Technical Assistance:
Michael Rhodes,
Department Director
Parks and Recreation
1651 E. Nine Mile Road
Pensacola, FL 32514
Tel: (850) 475-5220

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.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

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.

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
PD 13-14.008**

TABLE OF CONTENTS

**Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (** Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer and Award Form *	3
Bid Forms *	4-9
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	10
Drug Free Workplace Form **	12
Information Sheet for Transactions and Conveyances Corporation Identification **	13
List of General Terms and Conditions (Incorporated by Reference)	15
Special Terms and Conditions	17
Athletic Park Mowing Map and Park Description	
Mowing Specifications	
Grounds Mowing and Trimming Vendor Information	

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS, CPPO

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 13-14.008

ESCAMBLA COUNTY

**FLORIDA GROUNDS MOWING AND
TRIMMING FOR ATHLETIC PARKS**

SOLICITATION

MAILING DATE: November 18, 2013

PRE-BID CONFERENCE: Tuesday, December 10, 2013 9:00am CST and Wednesday, December 11, 2013 3:00pm CST

Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida 32505

OFFERS WILL BE RECEIVED BY 3:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON MONDAY, DECEMBER 16, 2016 AND ENDING WITH ZONE 6 ON MONDAY, DECEMBER 23, 2013

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

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 rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders 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)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

BID FORM

Specification Number **PD13-14.008**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 1

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 1** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bradberry	4760 Highway 99A	Molino	7	40	\$ _____	\$ _____
Ernest Ward	7650 Highway 97	McDavid	2	40	\$ _____	\$ _____
Molino	2320 Crabtree Church Rd.	Molino	12	40	\$ _____	\$ _____

Total for Zone 1 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD13-14.008**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 2

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 2** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bellview	2750 Longleaf Dr.	Pensacola	20	40	\$ _____	\$ _____
Lewis Powell	7000 Rolling Hills Rd.	Pensacola	2	40	\$ _____	\$ _____
Mayfair	50 S. Garfield	Pensacola	5	40	\$ _____	\$ _____

Total for Zone 2 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 3

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 3** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brent	4711 N. "W" Street	Pensacola	30	40	\$ _____	\$ _____
Raymond Riddle	1704 N. "W" Street	Pensacola	8	40	\$ _____	\$ _____
Total for Zone 3						\$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD13-14.008**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 4

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 4** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Quintette	2490 Quintette Lane	Pensacola	4	40	\$ _____	\$ _____
Cantonment	681 Well Line Road	Cantonment	30	40	\$ _____	\$ _____
Santa Maria	199 Madrid Rd.	Pensacola	3	40	\$ _____	\$ _____

Total for Zone 4 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD13-14.008**
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 5

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 5 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Myrtle Grove	99 N. 61 st Avenue	Pensacola	17	40	\$ _____	\$ _____
Southwest Complex	2020 Bauer Rd	Pensacola	217	40	\$ _____	\$ _____
Baars	13001 Sorrento Rd	Pensacola	8	40	\$ _____	\$ _____

Total for Zone 5 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 6

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 6 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost per Mowing</u>	<u>Extended Amount</u>
Brosnaham Park	10370 Ashston Brosnaham	Pensacola	110	40	\$ _____	\$ _____
John R. Jones	555 E. Nine Mile Rd	Pensacola	20	40	\$ _____	\$ _____
Total for Zone 6						\$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

**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 THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

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 page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
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: _____

(Revised 12/21/01)

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 vary 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.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE 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**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
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 Auction Services**

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

I. 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, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 13-14.008, ZONE NUMBER, 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.

Escambia County is seeking responsible contractors to perform mowing and trimming services at 16 Athletic Parks subdivided into 6 zones associated with maintaining the grounds according to County specifications and based on league specific requirements. The purpose of this solicitation is to obtain a contract for Grounds Mowing and Trimming for each zone and to obtain 6 different contractors to perform the services. No one contractor will be awarded a contract for multiple zones. The Parks and Recreation Department is the Administrator of the contracts and will direct the scheduling and timing of the work and review and inspect the work prior to approving payment requests. All contractors must be licensed to do business in Escambia County.

2. Procurement Questions

Procurement questions may be directed to Claudia Simmons, CPPO, Manager Office of Purchasing, TEL: (850)595-4987. Technical questions may be directed to Michael Rhodes, Director Parks and Recreation Department TEL: (850) 475-5220.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and six (6) Bid Forms. Bids will be received separately for each Zone at the specified date and time for each Zone. The Bid Form and the Offer and Award Form shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on other forms will not be accepted.

***Note: BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO DID NOT ATTEND ONE OF THE MANDATORY PRE-BID MEETINGS.**

(Revised 6/04)

4. Pre-Solicitation Conference

Mandatory Pre-Bid Conferences will be held at the Escambia County Central Office Complex, 3363 West Park Place in Conference Room #104 on Tuesday, December 10, 2013 at 9:00 am CST and on Wednesday, December 11, 2013 at 3:30pm CST. Attendance is required at one of the two meetings.

****Note All offerors must be present at one of the two meetings. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.**

5. **Inspection of Grounds**

It is the offer or's responsibility to become fully informed as to location and condition of the athletic fields and parks associated with this solicitation. Site location information in more detail will be provided at the mandatory pre-bid meetings.

6. **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.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Invoices are to be prepared bi-weekly and submitted per the instructions found in the Vendor Information Section of this document.

10. **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.

11. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and
(Revised 12/21/01)

the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awarded vendor until such time as the contract is executed by the last party to the transaction.

13. **Contract Term/Renewal/Termination**

- A. The contracts resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an annual basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

15. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for 12 month, price adjustments. Written request for price adjustment may be made every 12 months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

Fair Labor Standards Act Exemption

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

17. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.)

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

18. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

19. **Ordering**

The County will issue release (purchase) orders against the contract on an annual basis for the services listed on the bid form.

20. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
2. List of equipment and facilities available to do the work.
3. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

21. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal 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 requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

22. **Offer and Award per Zone**

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. This solicitation contains the opportunity to make offers on Ground Mowing and Trimming Services on all six (6) zones, however a contractor may only be awarded the contract for one zone. Offers will be accepted on one zone at a time. Offers will not be accepted from the bidder or bidders previously selected for an award of a zone. In the event that an offer is made and not accepted by the county, the offeror may continue to submit offers on zones yet to be awarded. In no event, may an offerer withdraw his winning bid in order to continue submit on other zones.

23. **Award**

Award of each of the six (6) contracts shall be made on an "all-or-none total" basis per zone. Each contract awarded from this solicitation will be made for a single zone.

No contractor will be awarded contracts for more than one zone as represented in this solicitation.

24. **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.

25. **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 five (5) 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.

26. **As Specified**

All services performed shall meet the specifications herein. Services performed not as specified will be returned at no expense by Escambia County.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements contained herein with their insurance agents before submitting offers. Certificates of Insurance will be required prior to contract award.

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 within 24 hours 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 selected to be awarded the contract.

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.

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:

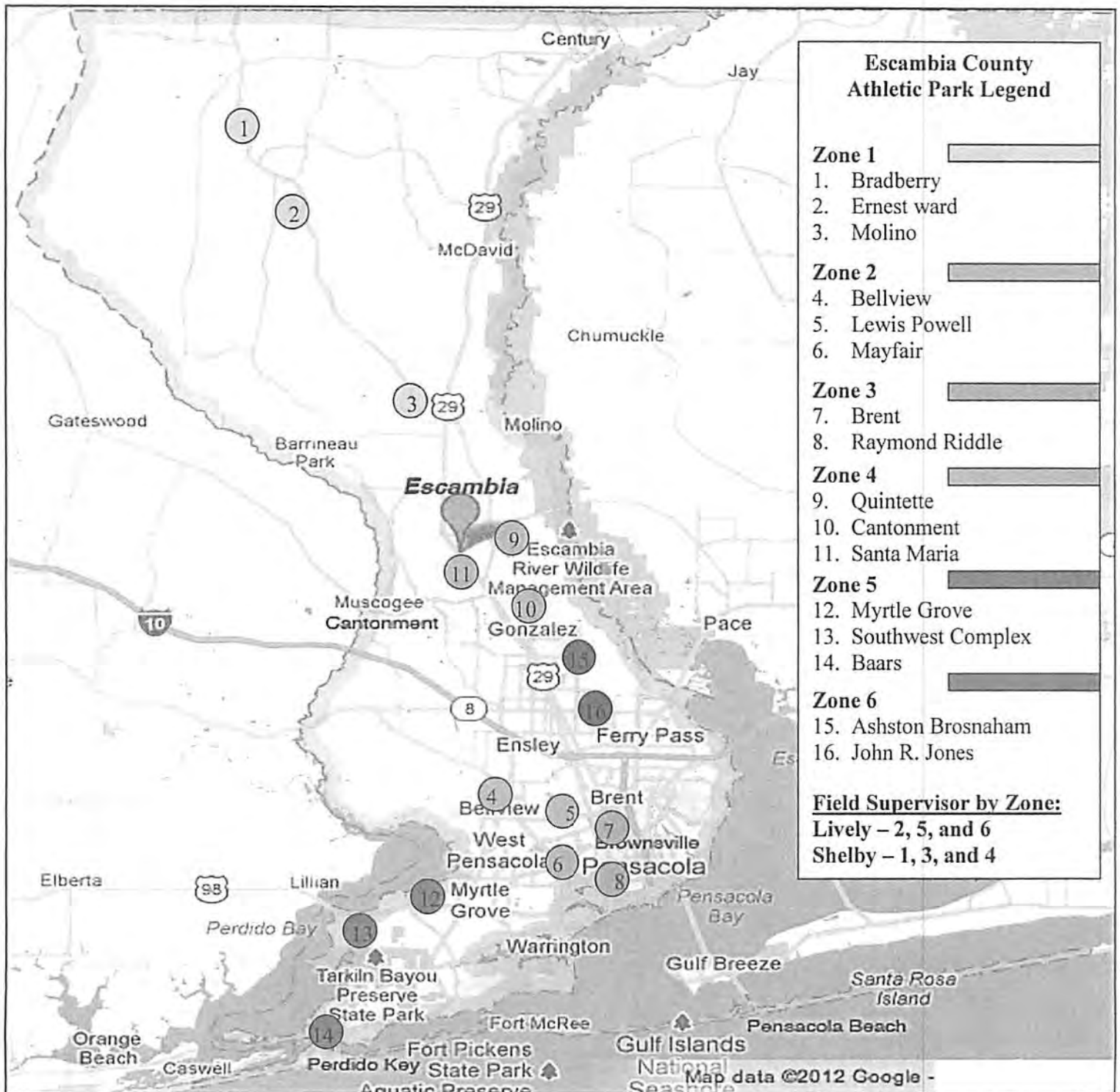
1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Claudia Simmons, CPPO
P.O. Box 1591
Pensacola, FL 32591-1591
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.

ESCAMBIA COUNTY ATHLETIC PARKS MOWING 2014





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BRADBERRY ATHLETIC PARK DEMOGRAPHICS

Zone 1

**Address: 4760 Highway 99A
Molino, FL 32577**

Total Acres: 7

Description:

- ▶ **Located in Walnut Hill on Hwy 99A next to Ernest Ward School**
- ▶ **Five baseball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ERNEST WARD

ATHLETIC PARK DEMOGRAPHICS

Zone 1

Address: 7650 Highway 97
McDavid, FL 32568

Total Acres: 2

Description:

- ▶ **Located in Walnut Hill at intersection of Hwy 97 and Hwy 99A**
- ▶ **Football field and common area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MOLINO

ATHLETIC PARK DEMOGRAPHICS

Zone 1

Address: 2320 Crabtree Church Rd.
Molino, FL 32577

Total Acres: 12

Description:

- ▶ **Five baseball and softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BELLVIEW PARK

ATHLETIC PARK DEMOGRAPHICS

Zone 2

Address: 2750 Longleaf Dr.
Pensacola, FL 32526

Total Acres: 20

Description:

- ▶ **Nine baseball and softball fields, a game football field and a practice football field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

LEWIS POWELL

ATHLETIC PARK DEMOGRAPHICS

Zone 2

Address: 7000 Rolling Hills Rd.
Pensacola, FL 32505

Total Acres: 2

Description:

- ▶ **One youth baseball field and one softball field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MAYFAIR

ATHLETIC PARK DEMOGRAPHICS

Zone 2

Address: 50 S. Garfield
Pensacola, FL 32505

Total Acres: 5

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BRENT

ATHLETIC PARK DEMOGRAPHICS

Zone 3

**Address: 4711 N. "W" Street
Pensacola, FL 32505**

Total Acres: 30

Description:

- ▶ **12 baseball fields, a football field, and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

RAYMOND RIDDLE

ATHLETIC PARK DEMOGRAPHICS

Zone 3

Address: 1704 N. "W" St.
Pensacola, FL 32505

Total Acres: 8

Description:

- ▶ **Five baseball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

QUINTETTE

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 2490 Quintette Lane
Cantonment, FL 32533

Total Acres: 4

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

CANTONMENT

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 681 Well Line Rd.
Cantonment, FL 32533

Total Acres: 30

Description:

- ▶ **12 baseball and softball fields, one football game field and one football practice field**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

SANTA MARIA

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 199 Madrid Rd.
Cantonment, FL 32533

Total Acres: 3

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MYRTLE GROVE

ATHLETIC PARK DEMOGRAPHICS

Zone 5

Address: 99 N. 61st Avenue
Pensacola, FL 32506

Total Acres: 17

Description:

- ▶ **Nine baseball and softball fields, football field, and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

SOUTHWEST COMPLEX

ATHLETIC PARK DEMOGRAPHICS

Zone 5

Address: 2020 Bauer Rd.
Pensacola, FL 32506

Total Acres: 217

Description:

- ▶ **A 17- field athletic complex is comprised of Baseball, Softball, Soccer, and Football fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BAARS FIELD

ATHLETIC PARK DEMOGRAPHICS

Zone 5

Address: 13001 Sorrento Rd.
Pensacola, FL 32507

Total Acres: 8

Description:

- ▶ **Two youth tee-ball fields, a softball field, youth baseball field and senior league baseball field and common areas.**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BROSNAHAM ATHLETIC PARK

ATHLETIC PARK DEMOGRAPHICS

Zone 6

Address: 10370 Ashston Brosnaham
Pensacola, FL 32534

Total Acres: 110

Description:

- ▶ **10 Soccer fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

JOHN R. JONES, JR.

ATHLETIC PARK DEMOGRAPHICS

Zone 6

Address: 555 E. Nine Mile Rd.
Pensacola, FL 32514

Total Acres: 63

Description:

- ▶ **12 Youth baseball fields and a football field and common areas**

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Mowing Specifications

**ESCAMBIA COUNTY
PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
MOWING SPECIFICATIONS**

**Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32501**

- 1) **General Conditions:** The following general conditions will apply to all areas.
- a) **Trash Removal Prior to Mowing.** Contractor will be responsible for policing the area to be mowed and remove any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the parks or grounds area.
 - b) **Cleanup.** The Contractor is responsible for the cleanup of any trash cut by mowers as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas within the park. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.
 - c) **Damage Repair.** Contractor will be responsible for repairing, at Contractors expense, any damage to any of the existing structures and facilities determined to be caused by the Contractor in the process of mowing the grounds, this includes sprinkler heads.
 - d) **Keys and Locks.** Contractor will be provided with keys to all locks on gates and other entrance areas to parks, grounds and areas to be mowed by Escambia County. To prevent unauthorized access in specific areas gates shall be locked by the Contractor prior to leaving the property. Locks and/or chains left unsecured will be paid for by Contractor.
 - e) **Insurance Requirements.** See Special Terms and Conditions, page 18, #23 and #23.01.
 - f) **License and Certification Requirements:** Contractor will have required license and certifications as required by State law.
 - g) **Reports and Follow-up.** Contractor will provide a weekly report to the Escambia County Parks and Recreation Department personnel on the previous week's activities and the next weeks planned schedule. Reports shall be faxed to 475-5224, hand-delivered or mailed to the Parks and Recreation Department at 1651 E. Nine Mile Road, Pensacola, FL 32514. At the discretion of the Contract Management Supervisor during any point in the term of the contract, the reporting may be reduced to once every two weeks or once per month, depending upon the activity and/or schedule with the Contractor.
 - h) **NPDES Reporting.** Contractor will provide weekly report to Parks and Recreation Department on previous week activities and denote all maintenance on drainage systems (holding ponds, drainage swale, etc.) in accordance with the requirements for NPDES Reporting.

- i) **Limitations.** At the discretion of the Contract Management Supervisor, a Contractor may be awarded no more than any one of the five groups: Zone 1, Zone 2, Zone 3, Zone 4, and Zone 5.
- 2) **Mowing Frequency.** Mowing will be performed once every seven days, depending on the mowing frequency schedule. Premature mowing or billing will not be allowed. See "Frequency" paragraphs in Section 3 for the specific mowing cycle for each area. **Special Note: Mowing frequencies can be increased or decreased due to climatic weather or other special factors as determined by the Contract Management Supervisor.**
- 3) **Specifications by Type.**
- a) **Game Surface Areas, Athletic Fields, and Common Areas).**
These areas are generally Bermuda or Centipede turf areas and will be maintained at a high level of maintenance during the playing season in order to promote improved playability among the users. **High speed rotary mowers will be required for this type mowing.** The following specifications will apply to mowing areas:
- i) **Frequency:** Once per week (a minimum of 6 days, maximum of 8 days) during the warm season; as needed during cool seasons, only on over-seeded fields.
- ii) **Type of Mower:** High speed rotary mower.
- iii) **Cutting Height:** Maximum two-inches for Centipede and Bahiagrass, 1.5-inches for Bermuda, minimum dependant upon type of grass and Parks and Recreation Staff preference. **Anti-scalp rollers must be in place on mower decks.** No more than 1/3 of the grass height shall be cut off at any one mowing.
- iv) **Edging and Trimming:** Maximum two-inches, minimum one-inch height or equal to the mowing if using a string or blade trimmer. ***All paved surfaces/grass areas shall be trimmed at each mowing. Failure to do so will cause forfeiture of payment for that facility.***
- v) **Fence Lines:** Chemical treatment (Round-Up) shall be applied to no greater than six-inches either side of the fence or adjacent to other structures such a light poles, buildings, etc. ***Chemical treatment (Round-Up) shall be applied three (3) times per year: April, June, and September (cost to be entered as a separate item on price sheet).***
- vi) **Direction of Mowing:** On baseball fields with grass infields, the direction of mowing shall be such as to not allow grass trimmings to fall on the infield dirt surfaces. This is true also for softball fields with skinned infields. Alteration of mowing direction should be done as good mowing practice. Contractor is responsible for blowing grass clippings off of sidewalks, parking areas, playgrounds or any other areas that require a neat appearance. ***Failure to do so will cause forfeiture of payment for that facility.***

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Vendor Information

All new vendors doing business with Escambia County BOCC must complete and submit a New Vendor Packet that consists of the following documents:

- Vendor/Payee Taxpayer's Identification Number/Entity Type Form
- W-9 Form

The completed vendor packet must be faxed or e-mailed to Tammara Johnson at 850.475.5224 or Tammara_Johnson@myescambia.com. Upon receipt, you and/or your company will be set up as a vendor with Escambia County BOCC.

****If awarded bid for Escambia County BOCC property that is located on or near Escambia County School Board property fingerprinting and badges are required.**

NOTE: Escambia County School District does not accept security credentials or fingerprint results of any other school district.

Contractual personnel include owners, employees, and/or agents of any vendor, organization, or entity under contract to conduct business with the School Board of Escambia County, including sub-contractual personnel.

Contractual personnel must meet the Level 2 screening if they:

- Are permitted access on school grounds when students have the potential to be present
- Have potential or direct contact with students
- Have access to or control of school funds

For questions regarding the fingerprinting process, please call (850).439.2641 or (850).430.7450

REMIT INVOICES TO:

- U.S. Mail Escambia County Parks & Recreation Department
Attention: Tammara Johnson – Accounts Payable
1651 E. Nine Mile Road, Pensacola, FL 32514

~OR~

- Email Tammara_Johnson@myescambia.com
- Office 850.475.5220
- Direct Line 850.475.5565
- Fax 850.475.5224

We would like to offer your business an option to receive ACH deposit. This option would provide almost immediate access to expected funds through your banking establishment. If this is an option you are interested in, please complete the Vendor ACH Authorization Agreement form. If you have any questions, feel free to direct them to the Clerk's office representative as stated in the Pam Childers Clerk of the Circuit Court and Comptroller, Escambia memorandum.

Invoicing questions, please direct them to me via email or phone using the information provided above. Thanks in advance for your continued support and I look forward to a positive and professional relationship. We appreciate your business!!

When submitting invoice's please include the following:

- Submittal preferred on business letterhead
- Legible invoice number
- Date of invoice
- Purchase Order Number, once provided
- Date(s) services were rendered per location

Please provide name and contact information for the individual who will be directly responsible for preparing your companies invoices to Tammara Johnson.

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITHIN 10 DAYS TO:

ESCAMBIA COUNTY CLERK OF CIRCUIT COURT
ACCOUNTS PAYABLE
221 PALAFOX PLACE SUITE 140
PENSACOLA, FL 32502

1. IF YOU ARE AN INDIVIDUAL OR NONCORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's
Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:
_____ DOES OPERATE IN CORPORATE FORM.

(Corporate Name)

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

Dear Vendor:

The Escambia County Clerk and Comptroller is pleased to offer the option for Escambia County Board of County Commissioners' vendors to receive payment of invoices via ACH funds transfer. Instead of receiving a paper check through the mail, a deposit will be made directly to your authorized bank account. Going paperless is an easy way to gain efficiencies and convenience for your office including more immediate access to your cash. There will be no more checks lost in the mail, no waiting in bank lines to deposit your check, and no waiting for the check to clear the bank. Switching from paper checks benefits the environment too.

When a payment is processed, an email will be sent from AccountsPayable@EscambiaClerk.com to the email address you provide on the ACH authorization form. The email will include an attachment of a remittance advice containing the same detailed information currently on a check stub. Please ensure that you include an email address on the authorization form, otherwise no remittance information will be sent.

To participate in the ACH payment method, all an authorized officer for your company needs to do is complete and return the enclosed Vendor ACH Authorization Agreement. If you have any questions regarding this information, please email jstanley@escambiaclerk.com or contact Judy-Ann Stanley at 850.595.4844.

Sincerely,

Pam Childers
Clerk of the Circuit Court and Comptroller

PC/js

Escambia County Board of County Commissioners
Vendor ACH Authorization Agreement

*Upon completing this form, submit the signed original to the Clerk of Circuit Court
and Comptroller, Finance Department, 221 Palafox Place, Suite 140, Pensacola, FL 32502.
If you have questions, please contact Accounts Payable at 850.595.4841.*

ACH Account (Please Check One Option)		
New Agreement <input type="checkbox"/>	Change to Current Agreement <input type="checkbox"/>	Cancel ACH <input type="checkbox"/>

Vendor Information	
Vendor Number:	
Vendor Name:	
Street Address:	
City, State, Zip:	
e-mail for Remittance Advice:	

Vendor Contact Information	
Name:	
e-mail Address:	
Phone Number:	

Financial Institution Information	
Account Type:	<input type="checkbox"/> Checking
Name of Financial Institution:	
Phone Number:	
Bank Routing Number (max 15 digits):	
Account Number:	

Vendor Agreement: I, the undersigned, hereby authorize and request the Escambia County Clerk of Circuit Court and Comptroller's ("Clerk") Office to initiate credit entries, and if necessary, a debit entry in accordance with NACHA rules reversing a credit entry made in error, to my account at the above-named financial institution. This ACH is to remain in effect until changed by: (a) an officer of the vendor; (b) the vendor's legal representative; (c) the above-named financial institution; or (d) the Clerk's Office. Any change must be in writing and must be transmitted in a timely manner for any change to take effect. An ACH Remittance Advice will be emailed to my remittance email when a deposit occurs. If no email address is provided, I understand that no remittance information will be sent. The Clerk's Office will not be responsible for any loss that arises solely by reason of error, mistake, or fraud regarding information provided on this form.

Note: Please make sure you notify the Clerk's Office prior to closing your account. If a change to your bank account occurs without the Clerk's Office receiving prior written authorization, a delay of funds may occur (up to 10 business days).

Signature of Company Official

Date

Printed Name

Title

For Internal Clerk's Office use only:

Verified by Clerk's Accounts Payable:

Clerk's Accounts Payable

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS, CPPO

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 13-14.008

ESCAMBIACOUNTY

FLORIDA GROUNDS MOWING AND

TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: November 18, 2013

PRE-BID CONFERENCE: Tuesday, December 10, 2013 9:00am CST and Wednesday, December 11, 2013 3:00pmCST

Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida 32505

OFFERS WILL BE RECEIVED BY 3:00 PM CST; BY ZONE BEGINING WITH ZONE 1 ON MONDAY, DECEMBER 16,

2016 AND ENDING WITH ZONE 6 ON MONDAY, DECEMBER 23, 2013

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-3298025

TERMS OF PAYMENT:

Net 30 ✓

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: GREENWORKS

ADDRESS: 5705 HAMILTON BRIDGE ROAD

CITY, ST. & ZIP: PALM BEACH 33411

PHONE NO.: (850) 261-6266

TOLL FREE NO.: ()

FAX NO.: (850) 975-0507

REASON FOR NO OFFER: _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County receives final payment on the offer.

CHRISTOPHER E SCHEPPER
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

[Signature]
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.



GREENWORKS

**GROUNDSKEEPING & LANDSCAPE SERVICES, INC
5105 HAMILTON BRIDGE ROAD PACE, FL 32571
995-0507/261-6266**

GREENWORKS WILL FINISH ITS 19TH YEAR OF OPERATION ON JAN. 1ST. IN THIS TIME, WE HAVE ENDURED NUMEROUS CHANGES IN OUR INDUSTRY. OUR VERY FIRST FULL CHALLENGE WAS BEING THE AWARDED CONTRACTOR FOR ESCAMBIA COUNTY PARKS AND RECREATION MAINTENANCE OF ALL ATHLETIC FIELDS THOUGH-OUT THE COUNTY. WE ALSO MAINTAINED ALL NEIGHBORHOOD PARKS AS WELL AS ALL GOVERNMENTAL BUILDINGS. THROW IN COMMUNICATION TOWERS AND EXTENSION OFFICE AND WE BECAME BAPTIZED INTO LAWN MAINTENANCE EARLY. OUR PAST RECORD UNDER MARK THORTON (PARK DIRECTOR) SHOULD STILL BE CONSIDERED A STANDARD THAT WE ARE STRIVING FOR TODAY. WITH MULTIPLE CONTRACTS WITH THE CITY OF PENSACOLA AS WELL AS ECUA, WE HAVE CUT SOME GRASS. THE YEARS SAW ALL THREE OF THESE CONTRACTS BE SO CHEAPLY AWARDED TO THE POINT THAT NO ONE COULD POSSIBLE PERFORM BY SPECS. AND WE WATCHED AS QUALITY LEFT THE FINISHED PRODUCT.

WE CURRENTLY MAINTAIN PUBLIC SAFETY ON "W" STREET AS WELL AS ALL COMMUNICATION TOWERS. WE HAVE CUT BROSNAMHAM SOCCER AT SOME CAPACITY FOR 17 YEARS AND ARE CURRENTLY THE CONTRACTOR. WE MAINTAIN ADAMS HOMES IN SANTA ROSA & OKALOOSA COUNTYS, WE ARE CONTRACTOR OF RECORD FOR HENRY HOMES IN ESCAMBIA, SANTA ROSA & OKALOOSA COUNTYS. ADD ETHERIDGE PROPERTY MANAGEMENT AS WELL AS FAMILY PROMISE AND LOAVES AND FISHES, WE STAY BUSY.

DUE TO THE NATURE OF LAWN MAINTENANCE AND WINTER TEMPERATURES, MY KEY EMPLOYEES ARE JESSIE FISH WITH 9 YEARS AND RUSTY WAY WITH 3 YEARS. MY SON WADE AS WELL AS MY WIFE BECKY HAVE ALWAYS BEEN ACTIVE IN GREENWORKS, HIRING IS ACTIVELY SOUGHT AROUND MARCH AND HAS NEVER BEEN A PROBLEM FILLING THE NEEDS TO COMPLETE THE WORK AHEAD OF US.

WE HAVE A STABLE OF 6-60IN EXMARK MOWERS CAPABLE OF PERFORMING THIS CONTRACT WORK. ADD 6-7 EACH WEEDEATERS, EDGERS AND BLOWERS WE ARE MORE THAN ABLE TO STEP TO THE PLATE IF CALLED ON. FINANCIALLY, GREENWORKS IS ABLE TO PURCHASE ADDITIONAL EQUIPMENT IF NEED BE. PLEASE BE ASURED THAT WE ARE ABLE TO PERFORM BY THE GUIDELINES OF THIS CONTRACT AND WOULD LOVE TO PROVE THAT A QUALITY PRODUCT IS REFLECTIVE OF GREENWORKS SO WE STRIVE TO DELIVER JUST THAT.

**THANK YOU
CHRIS SCHEPPER**

BID FORM

Specification Number PD13-14.008

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 1

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: Dec 16, 2013

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 1 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Name	Address	City	Acreage	Times Cut/Year	Cost Per Mowing	Extended Amount
Bradberry	4760 Highway 99A	Molino	7	40	<u>398.00</u>	<u>\$15920.00</u>
Ernest Ward	7650 Highway 97	McDavid	2	40	<u>158.00</u>	<u>\$6320.00</u>
Molino	2320 Crabtree Church Rd.	Molino	12	40	<u>419.00</u>	<u>\$6760.00</u>
Total for Zone 1						<u>\$39000.00</u>

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: CHRISTOPHER E SCHEPPIL - GREENWORKS

Signature: [Signature]

Title: President

Address: 5105 HAMILTON BRIDGE ROAD
PAGE, FL 32571

State of Florida Department of State Certificate of Authority
Document Number PS000000068

Occupational License No. 47100017386

Person to contact concerning this bid:

CHRIS SCHEPPIL
Phone/Toll Free/Fax # 850-995-0507-DAX

850-741-0266

- 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.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
(signature)

Sworn to and subscribed before me this 11th day of December 2013

Personally known X

OR produced identification _____

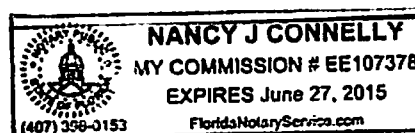
(Type of identification)

Nancy J Connelly

Notary Public - State of Florida

My commission expires 6/27/15

(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
Greenworks 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.

[illegible]

Date _____

**Information Sheet²
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: CHRIS SCHEPPER

Secretary: Kyle Schep

Vice President: Rebecca C Schep

Treasurer: Walter Schep

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (As used in Florida):

GREENWORKS Groundkeeping & Landscape Services, INC
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: 3705 HAMILTON BRIDGE Rd

City, State, Zip: PACE, FL 32571

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: 59-3298035
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: CHRIS SCHEPPER E-mail: chusschypa@yahoo.com
Telephone Number: 8502616266 Facsimile Number: 8509950507

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)
CHRISTOPHER E SCHEPPER
Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000

Verified by: _____ Date: _____

SANTA ROSA COUNTY BUSINESS TAX RECEIPT

ACCOUNT NO.
4310

2013 2014

RECEIPT NUMBER 47100017386

MACHINES	ROOMS	SEATS	EMPLOYEES 4	EXPIRES Sep 30 2014
BUSINESS TYPE	009024	SERVICE		
				X SUPPLEMENTAL RENEWAL NEW BUSINESS TRANSFER 13.75
BUSINESS ADDRESS	5105 HAMILTON BRIDGE RD PACE, FL 32571			
	GREENWORKS INC SCHEPPER CHRISTOPHER E			PENALTY TOTAL 13.75
	5105 HAMILTON BRIDGE RD PACE FL 32571			

Stan Colie Nichols

STAN COLIE NICHOLS, TAX COLLECTOR
SANTA ROSA COUNTY, FLORIDA

PAID-4904277.0002-0002 128 07/23/2013 13.75

THIS DOCUMENT HAS A TWO COLOR BACKGROUND AND A WATERMARK BACKSIDE.

SANTA ROSA COUNTY BUSINESS TAX RECEIPT

ACCOUNT NO.
2178

2013 2014

RECEIPT NUMBER 30100018265

MACHINES	ROOMS	SEATS	EMPLOYEES 4	EXPIRES Sep 30 2014
BUSINESS TYPE	009007	CONTRACTOR		
				X SUPPLEMENTAL RENEWAL NEW BUSINESS TRANSFER 11.25
BUSINESS ADDRESS	5105 HAMILTON BRIDGE RD PACE, FL 32571			
	GREENWORKS INC SCHEPPER CHRISTOPHER E			PENALTY TOTAL 11.25
	5105 HAMILTON BRIDGE RD PACE FL 32571			

Stan Colie Nichols

STAN COLIE NICHOLS, TAX COLLECTOR
SANTA ROSA COUNTY, FLORIDA

PAID-4904277.0001-0001 128 07/23/2013 11.25

THIS DOCUMENT HAS A TWO COLOR BACKGROUND AND A WATERMARK BACKSIDE.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/11/2013

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

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

PRODUCER Brad Phelps of Northwest Florida Inc 2802 E Cervantes Street State Farm Pensacola, FL 32503 	CONTACT NAME: Jan Jenkins PHONE: (904) 433-4878 FAX: (904) 433-8830 E-MAIL: jan@bradphelpsinsurance.com ADDRESS:
INSURED Greenworks Groundskeeping & Landscape Services Inc. 5105 Hamilton Bridge Rd Pace, FL 32571-9086	INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

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

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> ENOL	Y	929-7378-D08-59A 980-3874-D08-59A 528-4640-C30-59A	10/06/2013 10/06/2013 09/30/2013	04/06/2014 04/06/2014 03/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below ENOL	Y/N	N/A			NO STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

Project: Escambia County Florida Parks and Recreation Grounds Mowing and Trimming of Athletic Parks

CERTIFICATE HOLDER

CANCELLATION

Escambia County
 Attention: Claudia Simmons, CPPO
 P O Box 159
 Pensacola, FL 32501 Fax: 850-595-4805

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 12/11/2013

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

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

PRODUCER George A. Zellner Company 4114 Sunbeam Road, Suite 101 Jacksonville, FL 32257 Maggie Glenn	CONTACT NAME: Certificate Desk PHONE (A/C No. Ext.): 904-356-1482 FAX (A/C No.): 904-354-4328 E-MAIL ADDRESS: Certificates@zellnerinsurance.com
INSURED Greenworks Groundskeeping and Landscaping Services, Inc. 5105 Hamilton Bridge Rd. Milton, FL 32571	INSURER(S) AFFORDING COVERAGE INSURER A: Accident Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSUR LTR		TYPE OF INSURANCE		ADDITIONAL SUBRS (INSR) (WVD)		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)		POLICY EXP (MM/DD/YYYY)		LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY				CPP000582401	08/21/2013	09/21/2014	EACH OCCURRENCE \$ 1,000,000				
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000									
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR	MED EXP (Any one person) \$ 5,000								
	<input type="checkbox"/>			PERSONAL & ADV INJURY \$ 1,000,000									
		GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000				
		<input type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-PORT	<input type="checkbox"/>	LOC			PRODUCTS - COMP/OP AGG \$ 1,000,000			
		AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Per accident) \$				
		<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person) \$				
		<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$				
		<input type="checkbox"/>	HIRED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$				
		<input type="checkbox"/>	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE \$				
		<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$				
		<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION \$				\$				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<input type="checkbox"/>	Y/N	N/A			<input type="checkbox"/> NO STATUTORY LIMITS		<input type="checkbox"/> OTHER		
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM)		<input type="checkbox"/>					E.L. EACH ACCIDENT			\$	
		If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE			\$	
									E.L. DISEASE - POLICY LIMIT			\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Fax: 850-995-0507

CERTIFICATE HOLDER

CANCELLATION

ESCAMBI Escambia County ATTN: Claudia Simmons, CPPO P.O. Box 1591 Pensacola, FL 32591-1591	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2013

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

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

PRODUCER Aristico, Inc. 9016 Philips Hwy. Jacksonville, FL 32258	CONTACT NAME	
	PHONE (A/C, No, Ext)	FAX (A/C, No)
INSURED Matrix Employer Services Atty Hr, Inc & All Hr II, Inc 9016 Philips Hwy Jacksonville, FL 32258	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Normandy Harbor Insurance Company, Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: XPSHXAYF

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
	GENERAL LIABILITY					
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Per occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		NHFL130285	01/01/2013	01/01/2014	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				<input checked="" type="checkbox"/> WC STAT- TORY LIMITS <input type="checkbox"/> OTH- ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						\$
						\$
						\$
						\$

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

Coverage is extended only to the Insured's employees who are leased to the client company employer: Greenworks Groundskeeping & Landscaping Services, Inc 0303084
DISCLAIMER: Coverage is not extended to any employee of the client company employer who is not leased from the Insured or to any leased employee for which the client company employer is not reporting payroll hours to the Insured. This certificate remains in effect provided the client company employer's account is in good standing with the Insured. Please contact the Insured at 888-453-2722 for verification of employees leased to the client company employer by the Insured..
Current # of leased employees is 3

This certificate only applies to Escambia County FL Parks & Recreation; Grounds mowing and trimming of athletic parks..

CERTIFICATE HOLDER

CANCELLATION

Escambia County
Claudia Simmons, CPPO
P.O. Box 1581
Pensacola, FL 32501-1581

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

AUTHORIZED REPRESENTATIVE

**AGREEMENT RELATING TO GROUNDS MOWING
AND TRIMMING FOR ATHLETIC PARKS PD13-14.008**

This Agreement is made and entered into this ____ day of _____, 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Northwest Florida Landscaping, Inc., a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 46-1567209, and whose principal address is 6170 Beverly Ann Circle, Milton, Florida 32570.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking contractor's to perform grounds mowing and trimming services for 16 County owned athletic parks, subdivided into 6 geographic zones within Escambia County (PD 13-14.008); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services for those athletic parks located within the zone as described herein; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence as of the effective date and continue for a term of one (1) year with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Park Properties**. The County Athletic Park Properties that are the subject of this Agreement shall include the following:

Zone 2

Name	Bellview
Address	2750 Longleaf Dr, Pensacola, FL
Description	20 Acres; 40 Cuts/Year

Name	Lewis Powell
Address	7000 Rolling Hills Rd, Pensacola, FL
Description	2 Acres; 40 Cuts/Year

Name Mayfair
Address 50 S. Garfield, Pensacola, FL
Description 5 Acres; 40 Cuts/Year

4. Scope of Work. Contractor agrees to perform grounds mowing and trimming services for the park properties identified herein in accordance with the scope of work and corresponding specifications as outlined in Escambia County's Invitation to Bidders for Parks and Recreation Grounds Mowing and Trimming for Athletic Parks, Specification No. P.D. 13-14.008, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

5. Compensation. In exchange for Contractor's provision of the services referenced above, County shall pay Contractor in accordance with the Bid Form, dated December 16, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

6. Purchase Orders. The County shall issue written purchase orders on an annual basis. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

7. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 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. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to 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.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. 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.

12. 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: Northwest Florida Landscaping, Inc.
Attention: Kurt M. Clingan
6170 Beverly Ann Circle
Milton, Florida 32570

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, 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.

13. 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.

14. 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 Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. 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.

16. 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, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. 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.

18. 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.

19. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: K. L. [Signature]
Date: 1/13/12

CONTRACTOR: NORTHWEST FLORIDA
LANDSCAPING, INC.

ATTEST:

By: _____
Kurt M. Clingan, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION GROUNDS MOWING AND TRIMMING
FOR ATHLETIC PARKS
SPECIFICATION PD 13-14.008**

• **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 FOR 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 ORIGINAL SIGNATURE
- BID FORM WITH ORIGINAL SIGNATURE
- QUALIFICATIONS STATEMENT

THIS BID CONTAINS SIX (6) BID FORMS AND IS BASED ON GROUNDS MOWING AND TRIMMING FOR 6 SPECIFIC ZONES AS IDENTIFIED IN THE BID DOCUMENTS. BIDS WILL BE RECEIVED FOR EACH ZONE SEPARATELY AND AT SPECIFIED DATES AND TIMES BY ZONES 1 THROUGH 6. BIDS MUST BE SUBMITTED PER THE INSTRUCTIONS CONTAINED HEREIN. BIDS NOT IN COMPLIANCE WITH BID INSTRUCTIONS WILL NOT BE ACCEPTED.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- 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?

• **MANDATORY PRE BID MEETING:**

PLEASE NOTE THAT THIS BID CONTAINS A REQUIREMENT TO ATTEND ONE OF THE TWO PRE-BID MEETINGS. ATTENDANCE IS MANDATORY FOR ALL BIDDERS.

• **PRE-BID MEETINGS SCHEDULED AS FOLLOWS:**

MANDATORY PRE-BID CONFERENCE WILL BE HELD AT THE ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX – 3363 WEST PARK PLACE, ROOM 104, PENSACOLA, FLORIDA 32505.
BIDDERS MUST ATTEND ONE OF THE FOLLOWING:

DATE: TUESDAY, DECEMBER 10, 2013
TIME: 9:00 AM CST

DATE: WEDNESDAY, DECEMBER 11, 2013
TIME: 3:30 PM CST

BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO WERE NOT IN ATTENDANCE AT ONE OF THE PRE-BID MEETINGS

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR

DO NOT



UR BID

**ESCAMBIA COUNTY
FLORIDA
INVITATION TO BID**

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING**

SPECIFICATION NUMBER PD 13-14.008

BIDS FOR ZONE 1 WILL BE RECEIVED UNTIL: 3:00 p.m., CST Monday, December 16, 2013
BIDS FOR ZONE 2 WILL BE RECEIVED UNTIL 3:00 pm CST Tuesday, December 17, 2013
BIDS FOR ZONE 3 WILL BE RECEIVED UNTIL 3:00 pm Wednesday, December 18, 2013
BIDS FOR ZONE 4 WILL BE RECEIVED UNTIL 3:00 pm Thursday, December 19, 2013
BIDS FOR ZONE 5 WILL BE RECEIVED UNTIL 3:00 pm Friday, December 20, 2013
BIDS FOR ZONE 6 WILL BE RECEIVED UNTIL 3:00 pm Monday, December 23, 2013

At the

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

Gene Valentino, Chairman
Lumon May, Vice Chairman
Stephen Barry
Grover Robinson, IV
Wilson Robertson

**From:
Claudia Simmons, CPPO
Purchasing Manager**

Procurement Assistance:
Claudia Simmons, CPPO
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805

Technical Assistance:
Michael Rhodes,
Department Director
Parks and Recreation
1651 E. Nine Mile Road
Pensacola, FL 32514
Tel: (850) 475-5220

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.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

(Revised 3/1/06)

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

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.

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
PD 13-14.008**

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with Offer.

Forms marked with a (Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer and Award Form *	3
Bid Forms *	4-9
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	10
Drug Free Workplace Form **	12
Information Sheet for Transactions and Conveyances Corporation Identification **	13
List of General Terms and Conditions (Incorporated by Reference)	15
Special Terms and Conditions	17
Athletic Park Mowing Map and Park Description	
Mowing Specifications	
Grounds Mowing and Trimming Vendor Information	

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS, CPPO

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBA COUNTY FLORIDA

Invitation to Bid

PD 13-14.008

ESCAMBIACOUNTY

**FLORIDA GROUNDS MOWING AND
TRIMMING FOR ATHLETIC PARKS**

SOLICITATION

MAILING DATE: November 18, 2013

PRE-BID CONFERENCE: Tuesday, December 10, 2013 9:00am CST and Wednesday, December 11, 2013 3:00pmCST

Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida 32505

OFFERS WILL BE RECEIVED BY 3:00 PM CST; BY ZONE BEGINING WITH ZONE 1 ON MONDAY, DECEMBER 16, 2016 AND ENDING WITH ZONE 6 ON MONDAY, DECEMBER 23, 2013

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

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 rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders 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)**

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

BID FORM

Specification Number **PD13-14.008**
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 1

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 1** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bradberry	4760 Highway 99A	Molino	7	40	\$ _____	\$ _____
Ernest Ward	7650 Highway 97	McDavid	2	40	\$ _____	\$ _____
Molino	2320 Crabtree Church Rd.	Molino	12	40	\$ _____	\$ _____

Total for Zone 1 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____
Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 2

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 2** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bellview	2750 Longleaf Dr.	Pensacola	20	40	\$ _____	\$ _____
Lewis Powell	7000 Rolling Hills Rd.	PensacoL	2	40	\$ _____	\$ _____
Mayfair	50 S. Garfield	Pensacol	5	40	\$ _____	\$ _____

Total for Zone 2 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____
Person to contact concerning this bid: _____

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD13-14.008**
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 3

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 3** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brent	4711 N. "W" Street	Pensacola	30	40	\$ _____	\$ _____
Raymond Riddle	1704 N. "W" Street	Pensacola	8	40	\$ _____	\$ _____
Total for Zone 3						\$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 4

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 4** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Quintette	2490 Quintette Lane	Pensacola	4	40	\$ _____	\$ _____
Cantonment	681 Well Line Road	Cantonment	30	40	\$ _____	\$ _____
Santa Maria	199 Madrid Rd.	Pensacola	3	40	\$ _____	\$ _____

Total for Zone 4 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid: _____

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD13-14.008**
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 5

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 5** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Myrtle Grove	99 N. 61 st Avenue	Pensacola	17	40	\$ _____	\$ _____
Southwest Complex	2020 Bauer Rd	Pensacola	217	40	\$ _____	\$ _____
Baars	13001 Sorrento Rd	Pensacola	8	40	\$ _____	\$ _____

Total for Zone 5 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 6

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 6 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost per Mowing</u>	<u>Extended Amount</u>
Brosnaham Park	10370 Ashston Brosnaham	Pensacola	110	40	\$ _____	\$ _____
John R. Jones	555 E. Nine Mile Rd	Pensacola	20	40	\$ _____	\$ _____
Total for Zone 6					\$ _____	

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____
Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

**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 THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20_____

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 page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
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 vary 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.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE 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**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
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 Auction Services**

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, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 13-14.008, ZONE NUMBER, 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.

Escambia County is seeking responsible contractors to perform mowing and trimming services at 16 Athletic Parks subdivided into 6 zones associated with maintaining the grounds according to County specifications and based on league specific requirements. The purpose of this solicitation is to obtain a contract for Grounds Mowing and Trimming for each zone and to obtain 6 different contractors to perform the services. No one contractor will be awarded a contract for multiple zones. The Parks and Recreation Department is the Administrator of the contracts and will direct the scheduling and timing of the work and review and inspect the work prior to approving payment requests. All contractors must be licensed to do business in Escambia County.

2. Procurement Questions

Procurement questions may be directed to Claudia Simmons, CPPO, Manager Office of Purchasing, TEL: (850)595-4987. Technical questions may be directed to Michael Rhodes, Director Parks and Recreation Department TEL: (850) 475-5220.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and six (6) Bid Forms. Bids will be received separately for each Zone at the specified date and time for each Zone. The Bid Form and the Offer and Award Form shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on other forms will not be accepted.

***Note: BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO DID NOT ATTEND ONE OF THE MANDATORY PRE-BID MEETINGS.**

(Revised 6/04)

4. Pre-Solicitation Conference

Mandatory Pre-Bid Conferences will be held at the Escambia County Central Office Complex, 3363 West Park Place in Conference Room #104 on Tuesday, December 10, 2013 at 9:00 am CST and on Wednesday, December 11, 2013 at 3:30pm CST. Attendance is required at one of the two meetings.

****Note All offerors must be present at one of the two meetings. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.**

5. **Inspection of Grounds**

It is the offer or's responsibility to become fully informed as to location and condition of the athletic fields and parks associated with this solicitation. Site location information in more detail will be provided at the mandatory pre-bid meetings.

6. **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.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Invoices are to be prepared bi-weekly and submitted per the instructions found in the Vendor Information Section of this document.

10. **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.

11. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and (Revised 12/21/01)

the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that **NO CONTRACT** under this solicitation shall be formed between Escambia County and the awarded vendor until such time as the contract is executed by the last party to the transaction.

13. **Contract Term/Renewal/Termination**

- A. The contracts resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an annual basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

15. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for 12 month, price adjustments. Written request for price adjustment may be made every 12 months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

Fair Labor Standards Act Exemption

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

17. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.)

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

18. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

19. **Ordering**

The County will issue release (purchase) orders against the contract on an annual basis for the services listed on the bid form.

20. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
2. List of equipment and facilities available to do the work.
3. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

21. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal 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 requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

22. **Offer and Award per Zone**

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. This solicitation contains the opportunity to make offers on Ground Mowing and Trimming Services on all six (6) zones, however a contractor may only be awarded the contract for one zone. Offers will be accepted on one zone at a time. Offers will not be accepted from the bidder or bidders previously selected for an award of a zone. In the event that an offer is made and not accepted by the county, the offeror may continue to submit offers on zones yet to be awarded. In no event, may an offerer withdraw his winning bid in order to continue submit on other zones.

23. **Award**

Award of each of the six (6) contracts shall be made on an "all-or-none total" basis per zone. Each contract awarded from this solicitation will be made for a single zone. No contractor will be awarded contracts for more than one zone as represented in this solicitation.

24. **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.

25. **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 five (5) 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.

26. **As Specified**

All services performed shall meet the specifications herein. Services performed not as specified will be returned at no expense by Escambia County.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements contained herein with their insurance agents before submitting offers. Certificates of Insurance will be required prior to contract award.

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 within 24 hours 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 selected to be awarded the contract.

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.

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:

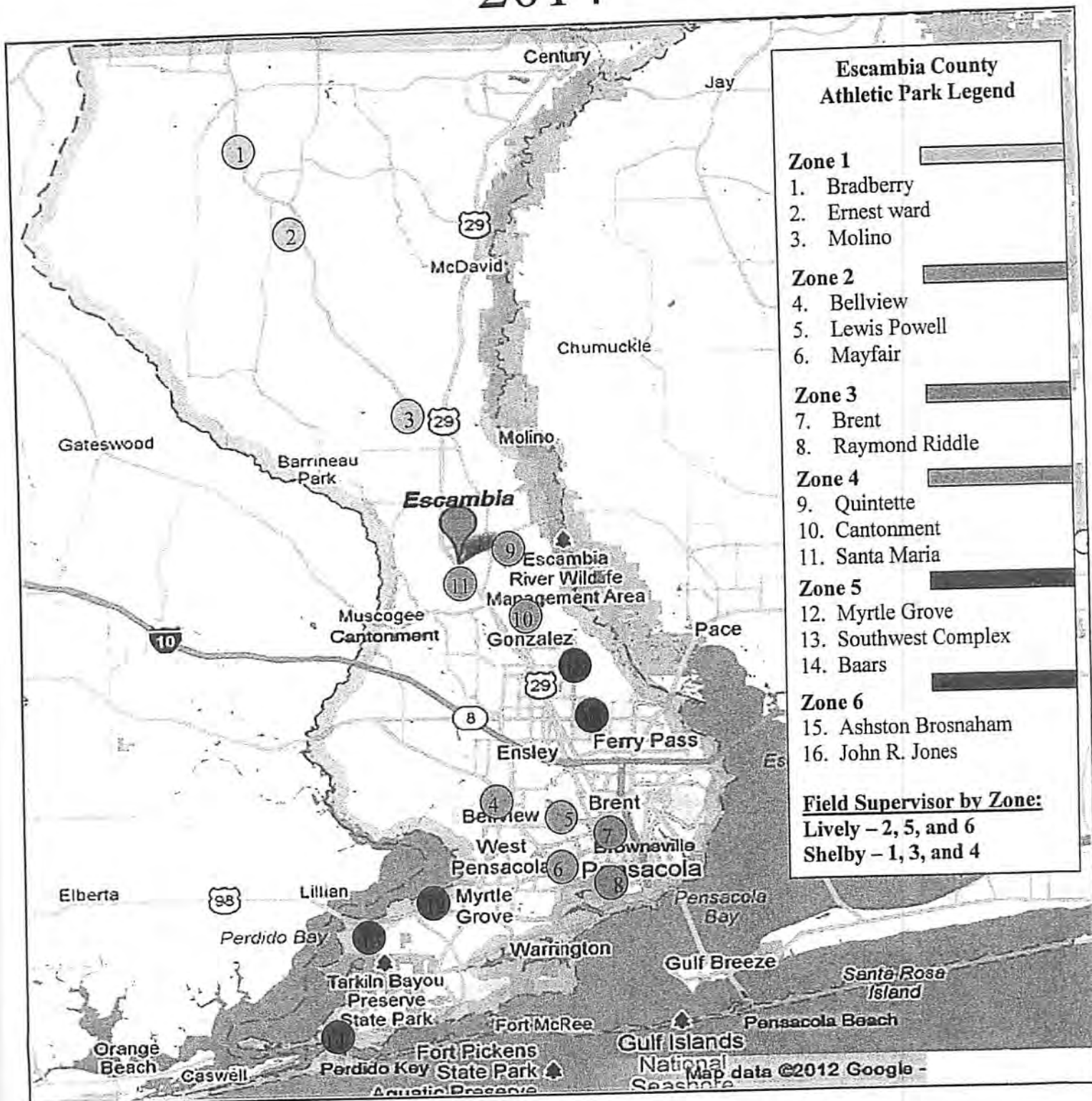
1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Claudia Simmons, CPPO
P.O. Box 1591
Pensacola, FL 32591-1591
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.

ESCAMBIA COUNTY ATHLETIC PARKS MOWING 2014





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BRADBERRY ATHLETIC PARK DEMOGRAPHICS

Zone 1

**Address: 4760 Highway 99A
Molino, FL 32577**

Total Acres: 7

Description:

- ▶ **Located in Walnut Hill on Hwy 99A next to Ernest Ward School**
- ▶ **Five baseball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ERNEST WARD

ATHLETIC PARK DEMOGRAPHICS

Zone 1

Address: 7650 Highway 97
McDavid, FL 32568

Total Acres: 2

Description:

- ▶ **Located in Walnut Hill at intersection of Hwy 97 and Hwy 99A**
- ▶ **Football field and common area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MOLINO

ATHLETIC PARK DEMOGRAPHICS

Zone 1

Address: 2320 Crabtree Church Rd.
Molino, FL 32577

Total Acres: 12

Description:

- ▶ **Five baseball and softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BELLVIEW PARK

ATHLETIC PARK DEMOGRAPHICS

Zone 2

Address: 2750 Longleaf Dr.
Pensacola, FL 32526

Total Acres: 20

Description:

- ▶ **Nine baseball and softball fields, a game football field and a practice football field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

LEWIS POWELL

ATHLETIC PARK DEMOGRAPHICS

Zone 2

**Address: 7000 Rolling Hills Rd.
Pensacola, FL 32505**

Total Acres: 2

Description:

- ▶ **One youth baseball field and one softball field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MAYFAIR

ATHLETIC PARK DEMOGRAPHICS

Zone 2

Address: 50 S. Garfield
Pensacola, FL 32505

Total Acres: 5

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BRENT

ATHLETIC PARK DEMOGRAPHICS

Zone 3

Address: 4711 N. "W" Street
Pensacola, FL 32505

Total Acres: 30

Description:

- ▶ **12 baseball fields, a football field, and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

RAYMOND RIDDLE ATHLETIC PARK DEMOGRAPHICS

Zone 3

**Address: 1704 N. "W" St.
Pensacola, FL 32505**

Total Acres: 8

Description:

- ▶ **Five baseball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

QUINTETTE

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 2490 Quintette Lane
Cantonment, FL 32533

Total Acres: 4

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

CANTONMENT

ATHLETIC PARK DEMOGRAPHICS

Zone 4

**Address: 681 Well Line Rd.
Cantonment, FL 32533**

Total Acres: 30

Description:

- ▶ **12 baseball and softball fields, one football game field and one football practice field**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

SANTA MARIA

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 199 Madrid Rd.
Cantonment, FL 32533

Total Acres: 3

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MYRTLE GROVE

ATHLETIC PARK DEMOGRAPHICS

Zone 5

Address: 99 N. 61st Avenue
Pensacola, FL 32506

Total Acres: 17

Description:

- ▶ **Nine baseball and softball fields, football field, and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

SOUTHWEST COMPLEX ATHLETIC PARK DEMOGRAPHICS

Zone 5

**Address: 2020 Bauer Rd.
Pensacola, FL 32506**

Total Acres: 217

Description:

- ▶ **A 17- field athletic complex is comprised of Baseball, Softball, Soccer, and Football fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BAARS FIELD

ATHLETIC PARK DEMOGRAPHICS

Zone 5

**Address: 13001 Sorrento Rd.
Pensacola, FL 32507**

Total Acres: 8

Description:

- ▶ **Two youth tee-ball fields, a softball field, youth baseball field and senior league baseball field and common areas.**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BROSNAHAM ATHLETIC PARK

ATHLETIC PARK DEMOGRAPHICS

Zone 6

Address: 10370 Ashston Brosnaham
Pensacola, FL 32534

Total Acres: 110

Description:

- ▶ **10 Soccer fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

JOHN R. JONES, JR.

ATHLETIC PARK DEMOGRAPHICS

Zone 6

Address: 555 E. Nine Mile Rd.
Pensacola, FL 32514

Total Acres: 63

Description:

- ▶ **12 Youth baseball fields and a football field and common areas**

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Mowing Specifications

**ESCAMBIA COUNTY
PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
MOWING SPECIFICATIONS**

**Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32501**

- 1) **General Conditions:** The following general conditions will apply to all areas.
- a) **Trash Removal Prior to Mowing.** Contractor will be responsible for policing the area to be mowed and remove any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the parks or grounds area.
 - b) **Cleanup.** The Contractor is responsible for the cleanup of any trash cut by mowers as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas within the park. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.
 - c) **Damage Repair.** Contractor will be responsible for repairing, at Contractors expense, any damage to any of the existing structures and facilities determined to be caused by the Contractor in the process of mowing the grounds, this includes sprinkler heads.
 - d) **Keys and Locks.** Contractor will be provided with keys to all locks on gates and other entrance areas to parks, grounds and areas to be mowed by Escambia County. To prevent unauthorized access in specific areas gates shall be locked by the Contractor prior to leaving the property. Locks and/or chains left unsecured will be paid for by Contractor.
 - e) **Insurance Requirements.** See Special Terms and Conditions, page 18, #23 and #23.01.
 - f) **License and Certification Requirements:** Contractor will have required license and certifications as required by State law.
 - g) **Reports and Follow-up.** Contractor will provide a weekly report to the Escambia County Parks and Recreation Department personnel on the previous week's activities and the next weeks planned schedule. Reports shall be faxed to 475-5224, hand-delivered or mailed to the Parks and Recreation Department at 1651 E. Nine Mile Road, Pensacola, FL 32514. At the discretion of the Contract Management Supervisor during any point in the term of the contract, the reporting may be reduced to once every two weeks or once per month, depending upon the activity and/or schedule with the Contractor.
 - h) **NPDES Reporting.** Contractor will provide weekly report to Parks and Recreation Department on previous week activities and denote all maintenance on drainage systems (holding ponds, drainage swale, etc.) in accordance with the requirements for NPDES Reporting.

- i) **Limitations.** At the discretion of the Contract Management Supervisor, a Contractor may be awarded no more than any one of the five groups: Zone 1, Zone 2, Zone 3, Zone 4, and Zone 5.
- 2) **Mowing Frequency.** Mowing will be performed once every seven days, depending on the mowing frequency schedule. Premature mowing or billing will not be allowed. See "Frequency" paragraphs in Section 3 for the specific mowing cycle for each area. **Special Note: Mowing frequencies can be increased or decreased due to climatic weather or other special factors as determined by the Contract Management Supervisor.**
- 3) **Specifications by Type.**
- a) **Game Surface Areas, Athletic Fields, and Common Areas).**
These areas are generally Bermuda or Centipede turf areas and will be maintained at a high level of maintenance during the playing season in order to promote improved playability among the users. **High speed rotary mowers will be required for this type mowing.** The following specifications will apply to mowing areas:
- i) **Frequency:** Once per week (a minimum of 6 days, maximum of 8 days) during the warm season; as needed during cool seasons, only on over-seeded fields.
- ii) **Type of Mower:** High speed rotary mower.
- iii) **Cutting Height:** Maximum two-inches for Centipede and Bahiagrass, 1.5-inches for Bermuda, minimum dependant upon type of grass and Parks and Recreation Staff preference. **Anti-scalp rollers must be in place on mower decks.** No more than 1/3 of the grass height shall be cut off at any one mowing.
- iv) **Edging and Trimming:** Maximum two-inches, minimum one-inch height or equal to the mowing if using a string or blade trimmer. ***All paved surfaces/grass areas shall be trimmed at each mowing. Failure to do so will cause forfeiture of payment for that facility.***
- v) **Fence Lines:** Chemical treatment (Round-Up) shall be applied to no greater than six-inches either side of the fence or adjacent to other structures such a light poles, buildings, etc. ***Chemical treatment (Round-Up) shall be applied three (3) times per year: April, June, and September (cost to be entered as a separate item on price sheet).***
- vi) **Direction of Mowing:** On baseball fields with grass infields, the direction of mowing shall be such as to not allow grass trimmings to fall on the infield dirt surfaces. This is true also for softball fields with skinned infields. Alteration of mowing direction should be done as good mowing practice. Contractor is responsible for blowing grass clippings off of sidewalks, parking areas, playgrounds or any other areas that require a neat appearance. ***Failure to do so will cause forfeiture of payment for that facility.***

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Vendor Information

All new vendors doing business with Escambia County BOCC must complete and submit a New Vendor Packet that consists of the following documents:

- Vendor/Payee Taxpayer's Identification Number/Entity Type Form
- W-9 Form

The completed vendor packet must be faxed or e-mailed to Tammara Johnson at 850.475.5224 or Tammara_Johnson@myescambia.com. Upon receipt, you and/or your company will be set up as a vendor with Escambia County BOCC.

****If awarded bid for Escambia County BOCC property that is located on or near Escambia County School Board property fingerprinting and badges are required.**

NOTE: Escambia County School District does not accept security credentials or fingerprint results of any other school district.

Contractual personnel include owners, employees, and/or agents of any vendor, organization, or entity under contract to conduct business with the School Board of Escambia County, including sub-contractual personnel.

Contractual personnel must meet the Level 2 screening if they:

- Are permitted access on school grounds when students have the potential to be present
- Have potential or direct contact with students
- Have access to or control of school funds

For questions regarding the fingerprinting process, please call (850).439.2641 or (850).430.7450

REMIT INVOICES TO:

- U.S. Mail Escambia County Parks & Recreation Department
 Attention: Tammara Johnson – Accounts Payable
 1651 E. Nine Mile Road, Pensacola, FL 32514

~OR~

- Email Tammara_Johnson@myescambia.com
- Office 850.475.5220
- Direct Line 850.475.5565
- Fax 850.475.5224

We would like to offer your business an option to receive ACH deposit. This option would provide almost immediate access to expected funds through your banking establishment. If this is an option you are interested in, please complete the Vendor ACH Authorization Agreement form. If you have any questions, feel free to direct them to the Clerk's office representative as stated in the Pam Childers Clerk of the Circuit Court and Comptroller, Escambia memorandum.

Invoicing questions, please direct them to me via email or phone using the information provided above. Thanks in advance for your continued support and I look forward to a positive and professional relationship. We appreciate your business!!

When submitting invoice's please include the following:

- Submittal preferred on business letterhead
- Legible invoice number
- Date of invoice
- Purchase Order Number, once provided
- Date(s) services were rendered per location

Please provide name and contact information for the individual who will be directly responsible for preparing your companies invoices to Tammara Johnson.

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITHIN 10 DAYS TO:
ESCAMBIA COUNTY CLERK OF CIRCUIT COURT
ACCOUNTS PAYABLE
221 PALAFOX PLACE SUITE 140
PENSACOLA, FL 32502

1. IF YOU ARE AN INDIVIDUAL OR NONCORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's
Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:
_____ **DOES OPERATE IN CORPORATE FORM.**

(Corporate Name)

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

Dear Vendor:

The Escambia County Clerk and Comptroller is pleased to offer the option for Escambia County Board of County Commissioners' vendors to receive payment of invoices via ACH funds transfer. Instead of receiving a paper check through the mail, a deposit will be made directly to your authorized bank account. Going paperless is an easy way to gain efficiencies and convenience for your office including more immediate access to your cash. There will be no more checks lost in the mail, no waiting in bank lines to deposit your check, and no waiting for the check to clear the bank. Switching from paper checks benefits the environment too.

When a payment is processed, an email will be sent from AccountsPayable@EscambiaClerk.com to the email address you provide on the ACH authorization form. The email will include an attachment of a remittance advice containing the same detailed information currently on a check stub. Please ensure that you include an email address on the authorization form, otherwise no remittance information will be sent.

To participate in the ACH payment method, all an authorized officer for your company needs to do is complete and return the enclosed Vendor ACH Authorization Agreement. If you have any questions regarding this information, please email istanley@escambiaclerk.com or contact Judy-Ann Stanley at 850.595.4844.

Sincerely,

Pam Childers
Clerk of the Circuit Court and Comptroller

PC/js

Escambia County Board of County Commissioners
Vendor ACH Authorization Agreement

*Upon completing this form, submit the signed original to the Clerk of Circuit Court
and Comptroller, Finance Department, 221 Palafox Place, Suite 140, Pensacola, FL 32502.
If you have questions, please contact Accounts Payable at 850.595.4841.*

ACH Account (Please Check One Option)		
New Agreement <input type="checkbox"/>	Change to Current Agreement <input type="checkbox"/>	Cancel ACH <input type="checkbox"/>

Vendor Information	
Vendor Number:	
Vendor Name:	
Street Address:	
City, State, Zip:	
e-mail for Remittance Advice:	

Vendor Contact Information	
Name:	
e-mail Address:	
Phone Number:	

Financial Institution Information	
Account Type:	<input type="checkbox"/> Checking
Name of Financial Institution:	
Phone Number:	
Bank Routing Number (max 15 digits):	
Account Number:	

Vendor Agreement: I, the undersigned, hereby authorize and request the Escambia County Clerk of Circuit Court and Comptroller's ("Clerk") Office to initiate credit entries, and if necessary, a debit entry in accordance with NACHA rules reversing a credit entry made in error, to my account at the above-named financial institution. This ACH is to remain in effect until changed by: (a) an officer of the vendor; (b) the vendor's legal representative; (c) the above-named financial institution; or (d) the Clerk's Office. Any change must be in writing and must be transmitted in a timely manner for any change to take effect. An ACH Remittance Advice will be emailed to my remittance email when a deposit occurs. If no email address is provided, I understand that no remittance information will be sent. The Clerk's Office will not be responsible for any loss that arises solely by reason of error, mistake, or fraud regarding information provided on this form.

Note: Please make sure you notify the Clerk's Office prior to closing your account. If a change to your bank account occurs without the Clerk's Office receiving prior written authorization, a delay of funds may occur (up to 10 business days).

Signature of Company Official

Date

Printed Name

Title

For Internal Clerk's Office use only:

Verified by Clerk's Accounts Payable:

Clerk's Accounts Payable

BID FORM

Specification Number PD13-14.008
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 2

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 12/16/13

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 2 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Name	Address	City	Acreage	Times Cut/Year	Cost Per Mowing	Extended Amount
Bellview	2750 Longleaf Dr.	Pensacola	20	40	\$ <u>600</u>	\$ <u>24,000</u>
Lewis Powell	7000 Rolling Hills Rd.	Pensacola	2	40	\$ <u>225</u>	\$ <u>9,000</u>
Mayfair	50 S. Garfield	Pensacola	5	40	\$ <u>300</u>	\$ <u>12,000</u>
Total for Zone 2						\$ <u>45,000</u>

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: KURT M. CLINGAN

Signature: [Signature]

Title: PRESIDENT, NORTHWEST FLORIDA LANDSCAPING, INC.

Address: 6170 BEVERLY ANN CIRCLE

MILTON, FL 32570

State of Florida Department of State Certificate of Authority
Document Number P12000100960

Occupational License No. 679454

Person to contact concerning this bid:

KURT M. CLINGAN
Phone/Toll Free/Fax # 850-736-5738



SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS, CPPO

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBA COUNTY FLORIDA

Invitation to Bid

PD 13-14.008

ESCAMBIACOUNTY

FLORIDA GROUNDS MOWING AND

TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: November 18, 2013

PRE-BID CONFERENCE: Tuesday, December 10, 2013 9:00am CST and Wednesday, December 11, 2013 3:00pm CST

Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida 32505

OFFERS WILL BE RECEIVED BY 3:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON MONDAY, DECEMBER 16, 2016 AND ENDING WITH ZONE 6 ON MONDAY, DECEMBER 23, 2013

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 tabulations shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

46-1567209

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: NORTHWEST FLORIDA LANDSCAPING, INC.

REASON FOR NO OFFER:

ADDRESS: 6170 BEVERLY ANN CIRCLE

CITY, ST. & ZIP: MILTON, FL 32570

PHONE NO.: (850) 736-5738 OR 717-443-5472

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 verification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

KUET M. CLINGAN
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

[Signature]
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon verification 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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference hereto and made a part of this contract.

Northwest Florida
Landscaping, Inc.
"Clean, Professional, and Fair."

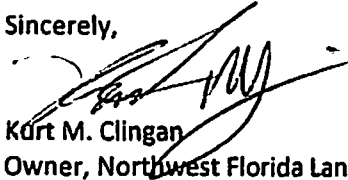
6170 Beverly Ann Circle
Milton, FL 32570
850-736-5738
kurt@nwflandscaping.org

Qualification Statement

To Whom It May Concern,

Northwest Florida Landscaping, Inc. employees are all certified in Limited Commercial Pesticide Applicator, Green Industries-Best Management Practices (GI-BMP) and Florida Fertilizer Licensure. All future employees will also be certified in the aforementioned certifications in a timely manner. We currently carry the required \$1,000,000 general liability insurance required in the solicitation and will provide proof immediately following our bid being accepted. Attached, you will find copies of my Pesticide Applicator License and my GI-BMP license, my employees' certificates are available upon request. Thank you for your consideration.

Sincerely,



Kurt M. Clingan
Owner, Northwest Florida Landscaping, Inc.



GV22909-1

Certificate #
GV22909

Trainee ID #

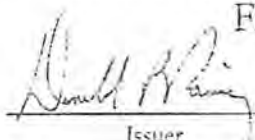
UF UNIVERSITY of
FLORIDA
IFAS Extension

Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that


Kurt M. Clingan

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.


Issuer

B. Thaxton
Instructor

6/28/2013
Date of Class


DEP Program Administrator

Not valid without seal



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to ESCAMBIA COUNTY
(print name of the public entity)

by KURT M. CLINGAN
(print individual's name and title)

for NORTHWEST FLORIDA LANDSCAPING, INC.
(print name of entity submitting sworn statement)

whose business address is

6170 BEVERLY ANN CIRCLE
MILTON, FL 32570

and (if applicable) its Federal Employer Identification Number (FEIN) is:

46-1567209

(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.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this 17th day of DECEMBER, 20 13

Personally known _____

OR produced identification MIL ID

MIL ID
(Type of identification)

[Signature]
(signature)

[Signature]

Notary Public - State of FL

My commission expires 17 JULY 2016

(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
NORTHWEST FLORIDA LANDSCAPING, INC. does:

Name of Business


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

Check one:

 X

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

As the person authorized to sign this statement, this firm does not comply fully with the above requirements.



Offeror's Signature
12/16/13

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.: P12000100960

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: <u>KURT M. CLINKAN</u>	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):

NORTHWEST FLORIDA LANDSCAPING, INC.
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: N/A
City, State Zip: _____
Street Address: 6170 BEVERLY ANN CIRCLE
City, State, Zip: MILTON, FL 32570

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: 46-1567209
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: KURT M. CLINGAN E-mail: KURT@NWFLANDSCAPING, ORG
Telephone Number: 850-734-5738 Facsimile Number: N/A

Name of individual who will sign the instrument on behalf of the company:

KURT M. CLINGAN

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

PRESIDENT

END

(850) 488-9000

Verified by: _____ Date: _____

State of Florida

Department of State

I certify from the records of this office that NORTHWEST FLORIDA LANDSCAPING, INC. is a corporation organized under the laws of the State of Florida, filed on December 11, 2012, effective December 10, 2012.

The document number of this corporation is P12000100960.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on March 31, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of December,
2013*



Ken DeFina
Secretary of State

Authentication ID: CU7431024321

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL

JANET HOLLEY, CFC
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
September 30, 2014

THE ISSUANCE OF THIS RECEIPT
DOES NOT ENSURE COMPETENCY

2013 - 2014

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN
THE BUSINESS, PROFESSION, OR OCCUPATION OF

PAID-9100736.0001-0001 150 08/16/2013 26.25

LANDSCAPING/TREE SURGERY
ESCAMBIA COUNTY

NORTHWEST FLORIDA LANDSCAPING INC

6170 BEVERLY ANN CIR
MILTON FL 32570

ADCT NO	679459	GROUP TYPE	030130	TOTAL	26.25
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This business tax receipt is in addition to a detailed list of any other taxes
required by law or municipal ordinance and is subject to regulation
by the county health commissioner and other local authority.

OWNER: CLINGAN KURT M

**AGREEMENT RELATING TO GROUNDS MOWING
AND TRIMMING FOR ATHLETIC PARKS PD13-14.008**

This Agreement is made and entered into this ____ day of _____, 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Gulf Coast Environmental Contractors, Inc., a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-3735170, and whose principal address is 18 Simon Court, Pensacola, Florida 32505.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking contractor's to perform grounds mowing and trimming services for 16 County owned athletic parks, subdivided into 6 geographic zones within Escambia County (PD 13-14.008); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services for those athletic parks located within the zone as described herein; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence as of the effective date and continue for a term of one (1) year with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Park Properties**. The County Athletic Park Properties that are the subject of this Agreement shall include the following:

Zone 3

Name	Brent
Address	4711 N. "W" Street, Pensacola, FL
Description	30 Acres; 40 Cuts/Year

Name	Raymond Riddle
Address	1704 N. "W" Street, Pensacola, FL
Description	8 Acres; 40 Cuts/Year

4. Scope of Work. Contractor agrees to perform grounds mowing and trimming services for the park properties identified herein in accordance with the scope of work and corresponding specifications as outlined in Escambia County's Invitation to Bidders for Parks and Recreation Grounds Mowing and Trimming for Athletic Parks, Specification No. P.D. 13-14.008, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

5. Compensation. In exchange for Contractor's provision of the services referenced above, County shall pay Contractor in accordance with the Bid Form, dated December 16, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

6. Purchase Orders. The County shall issue written purchase orders on an annual basis. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

7. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 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. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to 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.

10. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Excess or Umbrella Liability coverage.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. 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.

12. 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: Gulf Coast Environmental Contractors,
Inc.
Attention: Scott Hayes
18 Simon Court
Pensacola, Florida 32505

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, 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.

13. 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.

14. 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 Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. 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.

16. 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, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. 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.

18. 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.

19. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: K. K. Hayes
Date: 1/13/24

CONTRACTOR: GULF COAST
ENVIRONMENTAL CONTRACTORS, INC.

ATTEST:

By: _____
Tracy Hayes, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION GROUNDS MOWING AND TRIMMING
FOR ATHLETIC PARKS
SPECIFICATION PD 13-14.008**

• **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 FOR 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 ORIGINAL SIGNATURE
- BID FORM WITH ORIGINAL SIGNATURE
- QUALIFICATIONS STATEMENT

THIS BID CONTAINS SIX (6) BID FORMS AND IS BASED ON GROUNDS MOWING AND TRIMMING FOR 6 SPECIFIC ZONES AS IDENTIFIED IN THE BID DOCUMENTS. BIDS WILL BE RECEIVED FOR EACH ZONE SEPARATELY AND AT SPECIFIED DATES AND TIMES BY ZONES 1 THROUGH 6. BIDS MUST BE SUBMITTED PER THE INSTRUCTIONS CONTAINED HEREIN. BIDS NOT IN COMPLIANCE WITH BID INSTRUCTIONS WILL NOT BE ACCEPTED.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- 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?

- **MANDATORY PRE BID MEETING:**
PLEASE NOTE THAT THIS BID CONTAINS A REQUIREMENT TO ATTEND ONE OF THE TWO PRE-BID MEETINGS. ATTENDANCE IS MANDATORY FOR ALL BIDDERS.

- **PRE-BID MEETINGS SCHEDULED AS FOLLOWS:**

MANDATORY PRE-BID CONFERENCE WILL BE HELD AT THE ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX – 3363 WEST PARK PLACE, ROOM 104, PENSACOLA, FLORIDA 32505.
BIDDERS MUST ATTEND ONE OF THE FOLLOWING:

DATE: TUESDAY, DECEMBER 10, 2013
TIME: 9:00 AM CST

DATE: WEDNESDAY, DECEMBER 11, 2013
TIME: 3:30 PM CST

BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO WERE NOT IN ATTENDANCE AT ONE OF THE PRE-BID MEETINGS

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR

DO NOT



R BID

**ESCAMBIA COUNTY
FLORIDA
INVITATION TO BID**

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING**

SPECIFICATION NUMBER PD 13-14.008

BIDS FOR ZONE 1 WILL BE RECEIVED UNTIL: 3:00 p.m., CST Monday, December 16, 2013
BIDS FOR ZONE 2 WILL BE RECEIVED UNTIL 3:00 pm CST Tuesday, December 17, 2013
BIDS FOR ZONE 3 WILL BE RECEIVED UNTIL 3:00 pm Wednesday, December 18, 2013
BIDS FOR ZONE 4 WILL BE RECEIVED UNTIL 3:00 pm Thursday, December 19, 2013
BIDS FO ZONE 5 WILL BE RECEIVED UNTIL 3:00 pm Friday, December 20, 2013
BIDS FOR ZONE 6 WILL BE RECEIVED UNTIL 3:00 pm Monday, December 23, 2013

At the

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

Gene Valentino, Chairman
Lumon May, Vice Chairman
Stephen Barry
Grover Robinson, IV
Wilson Robertson

From:

**Claudia Simmons, CPPO
Purchasing Manager**

Procurement Assistance:

Claudia Simmons, CPPO
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805

Technical Assistance:

Michael Rhodes,
Department Director
Parks and Recreation
1651 E. Nine Mile Road
Pensacola, FL 32514
Tel: (850) 475-5220

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.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

(Revised 3/1/06)

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

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.

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
PD 13-14.008**

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with Offer.

Forms marked with a (Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer and Award Form *	3
Bid Forms *	4-9
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	10
Drug Free Workplace Form **	12
Information Sheet for Transactions and Conveyances Corporation Identification **	13
List of General Terms and Conditions (Incorporated by Reference)	15
Special Terms and Conditions	17
Athletic Park Mowing Map and Park Description	
Mowing Specifications	
Grounds Mowing and Trimming Vendor Information	

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS, CPPO

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 13-14.008

ESCAMBIACOUNTY

**FLORIDA GROUNDS MOWING AND
TRIMMING FOR ATHLETIC PARKS**

SOLICITATION

MAILING DATE: November 18, 2013

PRE-BID CONFERENCE: Tuesday, December 10, 2013 9:00am CST and Wednesday, December 11, 2013 3:00pmCST

Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida 32505

OFFERS WILL BE RECEIVED BY 3:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON MONDAY, DECEMBER 16, 2013 AND ENDING WITH ZONE 6 ON MONDAY, DECEMBER 23, 2013

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

REASON FOR NO OFFER:

VENDOR NAME:

ADDRESS:

CITY, ST. & ZIP:

PHONE NO.: (____) _____

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 rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders 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)**

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

BID FORM

Specification Number **PD13-14.008**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 1

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 1** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bradberry	4760 Highway 99A	Molino	7	40	\$ _____	\$ _____
Ernest Ward	7650 Highway 97	McDavid	2	40	\$ _____	\$ _____
Molino	2320 Crabtree Church Rd.	Molino	12	40	\$ _____	\$ _____

Total for Zone 1 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD13-14.008**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 2

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 2 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bellview	2750 Longleaf Dr.	Pensacola	20	40	\$ _____	\$ _____
Lewis Powell	7000 Rolling Hills Rd.	Pensacola	2	40	\$ _____	\$ _____
Mayfair	50 S. Garfield	Pensacola	5	40	\$ _____	\$ _____

Total for Zone 2 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 3

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 3** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brent	4711 N. "W" Street	Pensacola	30	40	\$ _____	\$ _____
Raymond Riddle	1704 N. "W": Street.	Pensacola	8	40	\$ _____	\$ _____
Total for Zone 3						\$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____
Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD13-14.008**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks **ZONE 4**

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 4** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Quintette	2490 Quintette Lane	Pensacola	4	40	\$ _____	\$ _____
Cantonment	681 Well Line Road	Cantonment	30	40	\$ _____	\$ _____
Santa Maria	199 Madrid Rd.	Pensacola	3	40	\$ _____	\$ _____

Total for Zone 4 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____
Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD13-14.008**
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 5

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 5 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Myrtle Grove	99 N. 61 st Avenue	Pensacola	17	40	\$ _____	\$ _____
Southwest Complex	2020 Bauer Rd	Pensacola	217	40	\$ _____	\$ _____
Baars	13001 Sorrento Rd	Pensacola	8	40	\$ _____	\$ _____

Total for Zone 5 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD13-14.008**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 6

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 6** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost per Mowing</u>	<u>Extended Amount</u>
Brosnaham Park	10370 Ashston Brosnaham	Pensacola	110	40	\$ _____	\$ _____
John R. Jones	555 E. Nine Mile Rd	Pensacola	20	40	\$ _____	\$ _____
Total for Zone 6					\$ _____	

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

**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 THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20_____

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 page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
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 vary 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.

Bid Information See Home Page URL: <http://www.myescombiam.com>
Click on **ON-LINE 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**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
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 Auction Services**

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, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 13-14.008, ZONE NUMBER, 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.

Escambia County is seeking responsible contractors to perform mowing and trimming services at 16 Athletic Parks subdivided into 6 zones associated with maintaining the grounds according to County specifications and based on league specific requirements. The purpose of this solicitation is to obtain a contract for Grounds Mowing and Trimming for each zone and to obtain 6 different contractors to perform the services. No one contractor will be awarded a contract for multiple zones. The Parks and Recreation Department is the Administrator of the contracts and will direct the scheduling and timing of the work and review and inspect the work prior to approving payment requests. All contractors must be licensed to do business in Escambia County.

2. Procurement Questions

Procurement questions may be directed to Claudia Simmons, CPPO, Manager Office of Purchasing, TEL: (850)595-4987. Technical questions may be directed to Michael Rhodes, Director Parks and Recreation Department TEL: (850) 475-5220.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and six (6) Bid Forms. Bids will be received separately for each Zone at the specified date and time for each Zone. The Bid Form and the Offer and Award Form shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on other forms will not be accepted.

***Note: BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO DID NOT ATTEND ONE OF THE MANDATORY PRE-BID MEETINGS.**

(Revised 6/04)

4. Pre-Solicitation Conference

Mandatory Pre-Bid Conferences will be held at the Escambia County Central Office Complex, 3363 West Park Place in Conference Room #104 on Tuesday, December 10, 2013 at 9:00 am CST and on Wednesday, December 11, 2013 at 3:30pm CST. Attendance is required at one of the two meetings.

****Note All offerors must be present at one of the two meetings. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.**

5. **Inspection of Grounds**

It is the offeror's responsibility to become fully informed as to location and condition of the athletic fields and parks associated with this solicitation. Site location information in more detail will be provided at the mandatory pre-bid meetings.

6. **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.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Invoices are to be prepared bi-weekly and submitted per the instructions found in the Vendor Information Section of this document.

10. **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.

11. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and

(Revised 12/21/01)

the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that **NO CONTRACT** under this solicitation shall be formed between Escambia County and the awarded vendor until such time as the contract is executed by the last party to the transaction.

13. **Contract Term/Renewal/Termination**

- A. The contracts resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an annual basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

15. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for 12 month, price adjustments. Written request for price adjustment may be made every 12 months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

Fair Labor Standards Act Exemption

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

17. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.)

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

18. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

19. **Ordering**

The County will issue release (purchase) orders against the contract on an annual basis for the services listed on the bid form.

20. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
2. List of equipment and facilities available to do the work.
3. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

21. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal 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 requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

22. **Offer and Award per Zone**

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. This solicitation contains the opportunity to make offers on Ground Mowing and Trimming Services on all six (6) zones, however a contractor may only be awarded the contract for one zone. Offers will be accepted on one zone at a time. Offers will not be accepted from the bidder or bidders previously selected for an award of a zone. In the event that an offer is made and not accepted by the county, the offeror may continue to submit offers on zones yet to be awarded. In no event, may an offerer withdraw his winning bid in order to continue submit on other zones.

23. **Award**

Award of each of the six (6) contracts shall be made on an "all-or-none total" basis per zone. Each contract awarded from this solicitation will be made for a single zone. No contractor will be awarded contracts for more than one zone as represented in this solicitation.

24. **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.

25. **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 five (5) 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.

26. **As Specified**

All services performed shall meet the specifications herein. Services performed not as specified will be returned at no expense by Escambia County.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements contained herein with their insurance agents before submitting offers. Certificates of Insurance will be required prior to contract award.

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 within 24 hours 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 selected to be awarded the contract.

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.

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:

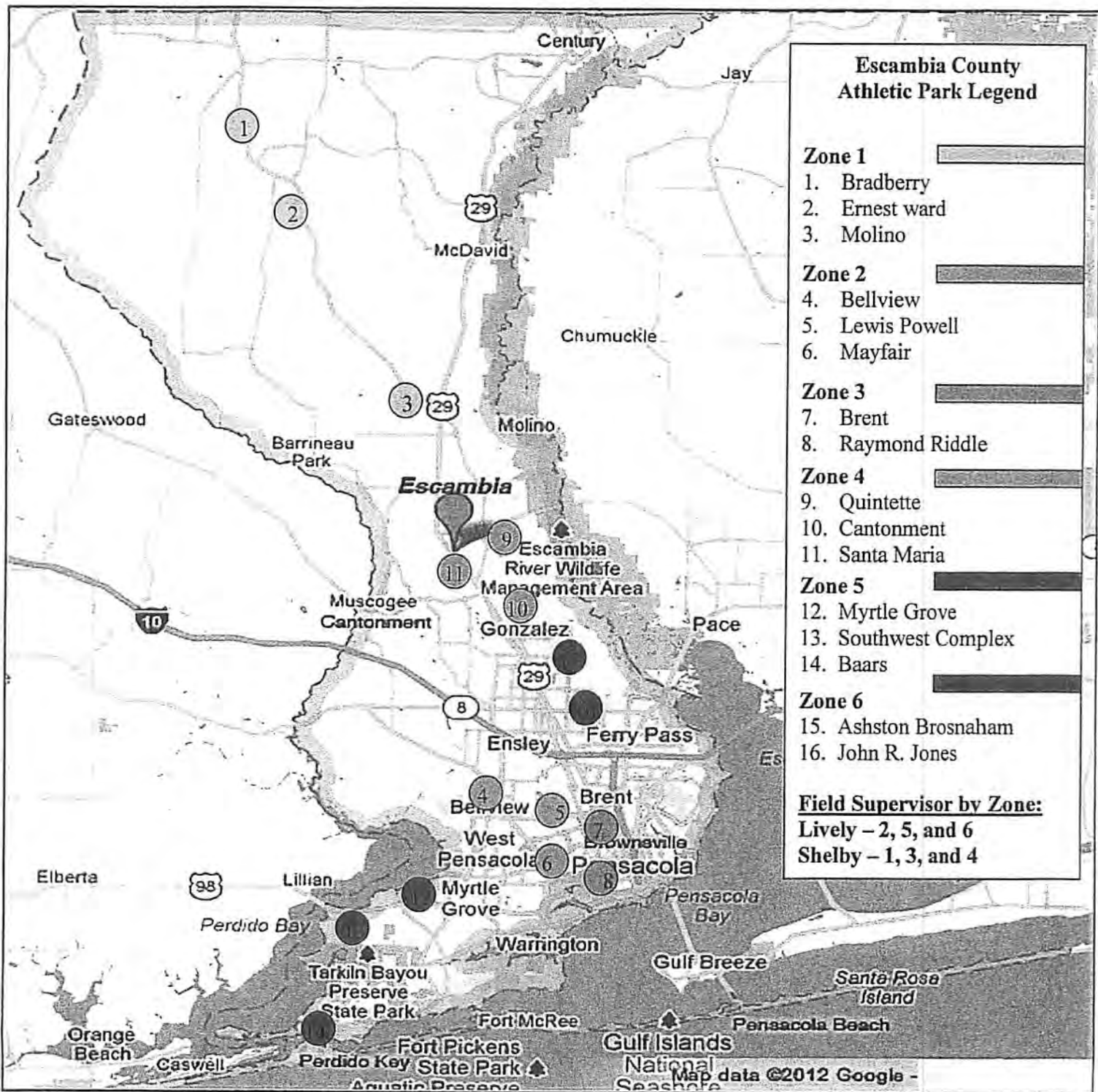
1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Claudia Simmons, CPPO
P.O. Box 1591
Pensacola, FL 32591-1591
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.

ESCAMBIA COUNTY ATHLETIC PARKS MOWING 2014





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BRADBERRY

ATHLETIC PARK DEMOGRAPHICS

Zone 1

Address: 4760 Highway 99A
Molino, FL 32577

Total Acres: 7

Description:

- ▶ **Located in Walnut Hill on Hwy 99A next to Ernest Ward School**
- ▶ **Five baseball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ERNEST WARD

ATHLETIC PARK DEMOGRAPHICS

Zone 1

Address: 7650 Highway 97
McDavid, FL 32568

Total Acres: 2

Description:

- ▶ **Located in Walnut Hill at intersection of Hwy 97 and Hwy 99A**
- ▶ **Football field and common area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MOLINO

ATHLETIC PARK DEMOGRAPHICS

Zone 1

Address: 2320 Crabtree Church Rd.
Molino, FL 32577

Total Acres: 12

Description:

- ▶ **Five baseball and softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BELLVIEW PARK

ATHLETIC PARK DEMOGRAPHICS

Zone 2

Address: 2750 Longleaf Dr.
Pensacola, FL 32526

Total Acres: 20

Description:

- ▶ **Nine baseball and softball fields, a game football field and a practice football field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

LEWIS POWELL ATHLETIC PARK DEMOGRAPHICS

Zone 2

**Address: 7000 Rolling Hills Rd.
Pensacola, FL 32505**

Total Acres: 2

Description:

- ▶ **One youth baseball field and one softball field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MAYFAIR

ATHLETIC PARK DEMOGRAPHICS

Zone 2

Address: 50 S. Garfield
Pensacola, FL 32505

Total Acres: 5

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BRENT

ATHLETIC PARK DEMOGRAPHICS

Zone 3

**Address: 4711 N. "W" Street
Pensacola, FL 32505**

Total Acres: 30

Description:

- ▶ **12 baseball fields, a football field, and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

RAYMOND RIDDLE ATHLETIC PARK DEMOGRAPHICS

Zone 3

**Address: 1704 N. "W" St.
Pensacola, FL 32505**

Total Acres: 8

Description:

- ▶ **Five baseball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

QUINTETTE

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 2490 Quintette Lane
Cantonment, FL 32533

Total Acres: 4

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

CANTONMENT

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 681 Well Line Rd.
Cantonment, FL 32533

Total Acres: 30

Description:

- ▶ **12 baseball and softball fields, one football game field and one football practice field**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

SANTA MARIA

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 199 Madrid Rd.
Cantonment, FL 32533

Total Acres: 3

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MYRTLE GROVE

ATHLETIC PARK DEMOGRAPHICS

Zone 5

Address: 99 N. 61st Avenue
Pensacola, FL 32506

Total Acres: 17

Description:

- ▶ **Nine baseball and softball fields, football field, and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

SOUTHWEST COMPLEX ATHLETIC PARK DEMOGRAPHICS

Zone 5

**Address: 2020 Bauer Rd.
Pensacola, FL 32506**

Total Acres: 217

Description:

- ▶ **A 17- field athletic complex is comprised of Baseball, Softball, Soccer, and Football fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BAARS FIELD

ATHLETIC PARK DEMOGRAPHICS

Zone 5

**Address: 13001 Sorrento Rd.
Pensacola, FL 32507**

Total Acres: 8

Description:

- ▶ **Two youth tee-ball fields, a softball field, youth baseball field and senior league baseball field and common areas.**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BROSNAHAM ATHLETIC PARK

ATHLETIC PARK DEMOGRAPHICS

Zone 6

Address: 10370 Ashston Brosnaham
Pensacola, FL 32534

Total Acres: 110

Description:

- ▶ **10 Soccer fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

JOHN R. JONES, JR.

ATHLETIC PARK DEMOGRAPHICS

Zone 6

Address: 555 E. Nine Mile Rd.
Pensacola, FL 32514

Total Acres: 63

Description:

- ▶ **12 Youth baseball fields and a football field and common areas**

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Mowing Specifications

**ESCAMBIA COUNTY
PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
MOWING SPECIFICATIONS**

**Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32501**

1) **General Conditions:** The following general conditions will apply to all areas.

- a) **Trash Removal Prior to Mowing.** Contractor will be responsible for policing the area to be mowed and remove any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the parks or grounds area.
- b) **Cleanup.** The Contractor is responsible for the cleanup of any trash cut by mowers as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas within the park. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.
- c) **Damage Repair.** Contractor will be responsible for repairing, at Contractors expense, any damage to any of the existing structures and facilities determined to be caused by the Contractor in the process of mowing the grounds, this includes sprinkler heads.
- d) **Keys and Locks.** Contractor will be provided with keys to all locks on gates and other entrance areas to parks, grounds and areas to be mowed by Escambia County. To prevent unauthorized access in specific areas gates shall be locked by the Contractor prior to leaving the property. Locks and/or chains left unsecured will be paid for by Contractor.
- e) **Insurance Requirements.** See Special Terms and Conditions, page 18, #23 and #23.01.
- f) **License and Certification Requirements:** Contractor will have required license and certifications as required by State law.
- g) **Reports and Follow-up.** Contractor will provide a weekly report to the Escambia County Parks and Recreation Department personnel on the previous week's activities and the next weeks planned schedule. Reports shall be faxed to 475-5224, hand-delivered or mailed to the Parks and Recreation Department at 1651 E. Nine Mile Road, Pensacola, FL 32514. At the discretion of the Contract Management Supervisor during any point in the term of the contract, the reporting may be reduced to once every two weeks or once per month, depending upon the activity and/or schedule with the Contractor.
- h) **NPDES Reporting.** Contractor will provide weekly report to Parks and Recreation Department on previous week activities and denote all maintenance on drainage systems (holding ponds, drainage swale, etc.) in accordance with the requirements for NPDES Reporting.

- i) **Limitations.** At the discretion of the Contract Management Supervisor, a Contractor may be awarded no more than any one of the five groups: Zone 1, Zone 2, Zone 3, Zone 4, and Zone 5.
- 2) **Mowing Frequency.** Mowing will be performed once every seven days, depending on the mowing frequency schedule. Premature mowing or billing will not be allowed. See "Frequency" paragraphs in Section 3 for the specific mowing cycle for each area. **Special Note: Mowing frequencies can be increased or decreased due to climatic weather or other special factors as determined by the Contract Management Supervisor.**
- 3) **Specifications by Type.**
- a) **Game Surface Areas, Athletic Fields, and Common Areas).**
These areas are generally Bermuda or Centipede turf areas and will be maintained at a high level of maintenance during the playing season in order to promote improved playability among the users. **High speed rotary mowers will be required for this type mowing.** The following specifications will apply to mowing areas:
- i) **Frequency:** Once per week (a minimum of 6 days, maximum of 8 days) during the warm season; as needed during cool seasons, only on over-seeded fields.
- ii) **Type of Mower:** High speed rotary mower.
- iii) **Cutting Height:** Maximum two-inches for Centipede and Bahiagrass, 1.5-inches for Bermuda, minimum dependant upon type of grass and Parks and Recreation Staff preference. **Anti-scalp rollers must be in place on mower decks.** No more than 1/3 of the grass height shall be cut off at any one mowing.
- iv) **Edging and Trimming:** Maximum two-inches, minimum one-inch height or equal to the mowing if using a string or blade trimmer. ***All paved surfaces/grass areas shall be trimmed at each mowing. Failure to do so will cause forfeiture of payment for that facility.***
- v) **Fence Lines:** Chemical treatment (Round-Up) shall be applied to no greater than six-inches either side of the fence or adjacent to other structures such a light poles, buildings, etc. ***Chemical treatment (Round-Up) shall be applied three (3) times per year: April, June, and September (cost to be entered as a separate item on price sheet).***
- vi) **Direction of Mowing:** On baseball fields with grass infields, the direction of mowing shall be such as to not allow grass trimmings to fall on the infield dirt surfaces. This is true also for softball fields with skinned infields. Alteration of mowing direction should be done as good mowing practice. Contractor is responsible for blowing grass clippings off of sidewalks, parking areas, playgrounds or any other areas that require a neat appearance. ***Failure to do so will cause forfeiture of payment for that facility.***

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Vendor Information

All new vendors doing business with Escambia County BOCC must complete and submit a New Vendor Packet that consists of the following documents:

- Vendor/Payee Taxpayer's Identification Number/Entity Type Form
- W-9 Form

The completed vendor packet must be faxed or e-mailed to Tammara Johnson at 850.475.5224 or Tammara_Johnson@myescambia.com. Upon receipt, you and/or your company will be set up as a vendor with Escambia County BOCC.

****If awarded bid for Escambia County BOCC property that is located on or near Escambia County School Board property fingerprinting and badges are required.**

NOTE: Escambia County School District does not accept security credentials or fingerprint results of any other school district.

Contractual personnel include owners, employees, and/or agents of any vendor, organization, or entity under contract to conduct business with the School Board of Escambia County, including sub-contractual personnel.

Contractual personnel must meet the Level 2 screening if they:

- Are permitted access on school grounds when students have the potential to be present
- Have potential or direct contact with students
- Have access to or control of school funds

For questions regarding the fingerprinting process, please call (850).439.2641 or (850).430.7450

REMIT INVOICES TO:

- U.S. Mail Escambia County Parks & Recreation Department
 Attention: Tammara Johnson – Accounts Payable
 1651 E. Nine Mile Road, Pensacola, FL 32514

~OR~

- Email Tammara_Johnson@myescambia.com
- Office 850.475.5220
- Direct Line 850.475.5565
- Fax 850.475.5224

We would like to offer your business an option to receive ACH deposit. This option would provide almost immediate access to expected funds through your banking establishment. If this is an option you are interested in, please complete the Vendor ACH Authorization Agreement form. If you have any questions, feel free to direct them to the Clerk's office representative as stated in the Pam Childers Clerk of the Circuit Court and Comptroller, Escambia memorandum.

Invoicing questions, please direct them to me via email or phone using the information provided above. Thanks in advance for your continued support and I look forward to a positive and professional relationship. We appreciate your business!!

When submitting invoice's please include the following:

- **Submittal preferred on business letterhead**
- **Legible invoice number**
- **Date of invoice**
- **Purchase Order Number, once provided**
- **Date(s) services were rendered per location**

Please provide name and contact information for the individual who will be directly responsible for preparing your companies invoices to Tammara Johnson.

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITHIN 10 DAYS TO:
ESCAMBIA COUNTY CLERK OF CIRCUIT COURT
ACCOUNTS PAYABLE
221 PALAFOX PLACE SUITE 140
PENSACOLA, FL 32502

1. IF YOU ARE AN INDIVIDUAL OR NONCORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's
Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:
_____ DOES OPERATE IN CORPORATE FORM.

(Corporate Name)

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Social security number [][] - [][] - [][][][][][] Employer identification number [][] - [][][][][][][][]
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	Sign Here Signature of U.S. person ▶ _____ Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

Dear Vendor:

The Escambia County Clerk and Comptroller is pleased to offer the option for Escambia County Board of County Commissioners' vendors to receive payment of invoices via ACH funds transfer. Instead of receiving a paper check through the mail, a deposit will be made directly to your authorized bank account. Going paperless is an easy way to gain efficiencies and convenience for your office including more immediate access to your cash. There will be no more checks lost in the mail, no waiting in bank lines to deposit your check, and no waiting for the check to clear the bank. Switching from paper checks benefits the environment too.

When a payment is processed, an email will be sent from AccountsPayable@EscambiaClerk.com to the email address you provide on the ACH authorization form. The email will include an attachment of a remittance advice containing the same detailed information currently on a check stub. Please ensure that you include an email address on the authorization form, otherwise no remittance information will be sent.

To participate in the ACH payment method, all an authorized officer for your company needs to do is complete and return the enclosed Vendor ACH Authorization Agreement. If you have any questions regarding this information, please email istanley@escambiaclerk.com or contact Judy-Ann Stanley at 850.595.4844.

Sincerely,

Pam Childers
Clerk of the Circuit Court and Comptroller

PC/js

Escambia County Board of County Commissioners
Vendor ACH Authorization Agreement

*Upon completing this form, submit the signed original to the Clerk of Circuit Court
and Comptroller, Finance Department, 221 Palafox Place, Suite 140, Pensacola, FL 32502.
If you have questions, please contact Accounts Payable at 850.595.4841.*

ACH Account (Please Check One Option)		
New Agreement <input type="checkbox"/>	Change to Current Agreement <input type="checkbox"/>	Cancel ACH <input type="checkbox"/>

Vendor Information	
Vendor Number:	
Vendor Name:	
Street Address:	
City, State, Zip:	
e-mail for Remittance Advice:	

Vendor Contact Information	
Name:	
e-mail Address:	
Phone Number:	

Financial Institution Information	
Account Type:	<input type="checkbox"/> Checking
Name of Financial Institution:	
Phone Number:	
Bank Routing Number (max 15 digits):	
Account Number:	

Vendor Agreement: I, the undersigned, hereby authorize and request the Escambia County Clerk of Circuit Court and Comptroller's ("Clerk") Office to initiate credit entries, and if necessary, a debit entry in accordance with NACHA rules reversing a credit entry made in error, to my account at the above-named financial institution. This ACH is to remain in effect until changed by: (a) an officer of the vendor; (b) the vendor's legal representative; (c) the above-named financial institution; or (d) the Clerk's Office. Any change must be in writing and must be transmitted in a timely manner for any change to take effect. An ACH Remittance Advice will be emailed to my remittance email when a deposit occurs. If no email address is provided, I understand that no remittance information will be sent. The Clerk's Office will not be responsible for any loss that arises solely by reason of error, mistake, or fraud regarding information provided on this form.

Note: Please make sure you notify the Clerk's Office prior to closing your account. If a change to your bank account occurs without the Clerk's Office receiving prior written authorization, a delay of funds may occur (up to 10 business days).

Signature of Company Official

Date

Printed Name

Title

For Internal Clerk's Office use only:

Verified by Clerk's Accounts Payable:

Clerk's Accounts Payable

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS, CPPO

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 13-14.008

ESCAMBIACOUNTY

FLORIDA GROUNDS MOWING AND

TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: November 18, 2013

PRE-BID CONFERENCE: Tuesday, December 10, 2013 9:00am CST and Wednesday, December 11, 2013 3:00pm CST

Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida 32505

OFFERS WILL BE RECEIVED BY 3:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON MONDAY, DECEMBER 16, 2016 AND ENDING WITH ZONE 6 ON MONDAY, DECEMBER 23, 2013

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.

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-3735170

DELIVERY DATE WILL BE 10 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Gulf Coast Environmental Contractors, Inc.

ADDRESS: 18 Simon Court

CITY, ST. & ZIP: Pensacola, FL 32505

PHONE NO.: (850) 232-3352

TOLL FREE NO.: N/A

FAX NO.: (850) 435-9326

OFFER (SHALL BE COMPLETED BY OFFEROR)

TERMS OF PAYMENT:

Net 30

REASON FOR NO OFFER:

N/A

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or required by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment on the offer.

Tracy Hayes, President

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Tracy Hayes

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

**Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

EXHIBIT

B

BID FORM

Specification Number PD13-14.008
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 3

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 12/16/13

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 3 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Name	Address	City	Acreage	Times Cw/Year	Cost Per Mowing	Extended Amount
Brent	4711 N. "W" Street	Pensacola	30	40	\$ 810.00	\$ 32,400.00
Raymond Riddle	1704 N. "W" Street	Pensacola	8	40	\$ 405.00	\$ 16,200.00
Total for Zone 3						\$ 48,600.00

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. N/A Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: Gulf Coast Environmental Contractors, Inc. / Tracy Hayes

Signature: [Signature]

Title: President

(Seal)

Address: 18 Simon Court
Pensacola, FL 32505

State of Florida Department of State Certificate of Authority
Document Number PD1000074466

Occupational License No. 73349

Person to contact concerning this bid:

Scott Hayes
Phone/Toll Free/Fax # (850) 232-3352 cell
(850) 435-9326 fax



- Corporation Established 7/1/2001
- 26 Current Full-Time Employees
- Commercial Landscape Maintenance Licenses, Chapter 482 Provisions
Licensed by Florida Department of Agriculture & Consumer Services
Bureau of Entomology & Pest Control

LIST OF PROFESSIONAL REFERENCES

Escambia County Board of Commissioners

Contact: Mike Lively
Address: 1651 East Nine Mile Road, Pensacola, FL 32514
Phone: (850) 475-5220
Fax: (850) 475-5224

Contract Dates: 4/1/09 – Present

Facility Maintained:

Emerald Shores Subdivision

Escambia County Board of Commissioners

Contact: Michael Rhodes
Address: 1651 East Nine Mile Road, Pensacola, FL 32514
Phone: (850) 475-5220
Fax: (850) 475-5224

Contract Dates: 10/1/02 – 11/30/08

Facilities Maintained:

Avondale	Barrington Court	Bayou Marcus
Falcon/Oakcliff	Forte Estates	Gene Pickerell
Meadowbrook I	O'Connor-Colling	Osceola I
Tulip	Aero Vista	Civitan
Corry I	Dickson Park	Diego Circle
Juanita Williams	Lakewood	Navy Point Boat Ramp
Navy Point 60 acres	Navy Point ROW	Oakcrest
Wildlife Sanctuary	Brentwood	Bristol
Chimes Way	Oakfield Acres I	Carriage Hills/Charbar

Shell Street
Old Ensley School
Tangen Heights
Harvester Homes I
Santa Maria Plaza
Magnolia
Navy Point West
Osceola III
St. Augustine
Dorrie Miller
Felix Miga Center
EMS Building
Marie Ella Davis
Oak Grove
Walnut Hill
Governmental Complex
Treasure Hills
Byrnville

Equestrian Center
Regency
Wedgewood
Harvester Homes II
Corry II
Mayfair II
Oakfield Acres II
Raines Terrace
Woodlands
Englewood
Animal Control
One Stop
Matt Langley Bell
Public Safety
Emerald Shores
Bill Dixon Park
Ebonwood

Lincoln
Shady Terrace
Carver
Molino Fairgrounds
Gonzalez
Meadowbrook II
Osceola II
South Fairfield
Yoakum Court
Beulah Community Center
County Courthouse
Old Health Department
Barrineau Park School
Davisville Comm. Center
Marcus Pointe
Garcon Bayou Nature Park
Century EMS Building

Escambia County Community Redevelopment Agency

Contact: Glenn Griffith

Address: 221 Palafox Place, Suite 305, Pensacola, FL 32502

Phone: (850) 595-3538

Contract Dates: 2/1/07 – 9/30/13

Facilities Maintained:

Old Barrancas Medians
Chief's Way
Warrington Gateway Park

Barrancas Gardens
Navy Boulevard Medians
E Street

Escambia County Solid Waste Management

Contact: Pat Johnson

Address: 13009 Beulah Road, Cantonment, FL 32533

Phone: (850) 937-2164

Fax: (850) 937-2152

Contract Dates: 1/31/03 – 11/30/08

Facilities Maintained:

Perdido Landfill

Administration Building

The City of Mobile, Alabama

Contact: Ronnie Coffman
Address: 1517 Plaza Drive, Mobile, AL 36605
Phone: (251) 463-1488
Fax: (251) 434-2247

Contract Dates: 1/1/09 – Present

Facility Maintained:

Orange Grove Homes

The City of Mobile, Alabama

Contact: Kenneth Neese
Address: 1517 Plaza Drive, Mobile, AL 36605
Phone: (251) 434-2237
Fax: (251) 434-2247

Contract Dates: 1/1/09 – Present

Facilities Maintained:

RV Taylor Plaza	Thomas James Homes
Roger Williams Homes	Senior Renaissance Building
Oaklawn Homes	Central Office
Trinity Gardens Homes	Emerson Gardens
Josephine Allen Homes	

School District of Okaloosa County

Contact: Steve Bolton
Address: 120 Lowery Place SE, Fort Walton Beach, FL 32548
Phone: (850) 833-3534
Fax: (850) 833-4176

Contract Dates: 2/1/05 – Present (schools varied during this period, currently 39 total)

Facilities Maintained:

Kenwood Elementary School	Valparaiso Elementary School
Ruckel Middle School	Shoal River Middle School
Destin Middle School	Florosa Elementary School
Mary Esther Elementary	Meigs Middle School
Riverside Elementary School	Bluewater Elementary School
Bruner Middle School	Edge Elementary School
Eglin Elementary School	Antioch Elementary School
Shalimar Elementary School	Ocean City Elementary School
Wright Elementary School	W.E. Combs Campus

Choctawhatchee High School
Elliott Point Elementary School
Lewis Middle School
Davidson Middle School
Richbourg School
Pryor Middle School
Baker School
Crestview High School
Southside School
Niceville High School
Choice School
Fort Walton Beach High School

Silver Sands School
Plew Elementary School
Walker Elementary School
Northwood Elementary School
Longwood Elementary School
Destin Elementary School
Bob Sikes Elementary School
Laurel Hill School
Destin Elementary School
Stemm Center
Edwins School

Southern Management / School District of Santa Rosa County

Contact: Ryan Brock
Address: 6544 Firehouse Road, Building 3N, Milton, FL 32570
Phone: (850) 983-5262
Fax: (850) 626-6771

Contract Dates: 8/16/05 – 8/31/09 & 7/1/12 – 3/31/13

Facilities Maintained:

Gulf Breeze Elementary	Oriole Beach Elementary
Gulf Breeze High	Woodlawn Beach Middle
Gulf Breeze Middle	Florosa Elementary
Holley-Navarre Intermediate	West Navarre Primary
Holley-Navarre Middle	Ocean City Elementary
Holley-Navarre Primary	Jay High School
West Navarre Elementary	Jay Elementary School

Santa Rosa County Board of Commissioners

Contact: Rod Hardy
Address: 6495 Caroline Street, Suite G, Milton, FL 32570
Phone: (850) 232-3365
Fax: (850) 623-1504

Contract Dates: 1/18/01 – 9/30/03 & 9/19/06 – 10/30/08

Facilities Maintained:

Administrative Center	Animal Services
Co-Op Extension Services	Search & Rescue
US Department of Agriculture	Milton Library
Gulf Breeze Library	Navarre Library
Santa Rosa Archives	Pace Library
House behind Whiting Field	

Emerald Coast Utilities Authority

Contact: Bobby Richie

Address: 9255 Sturdevant Street, Pensacola, FL 32514

Phone: (850) 969-3350

Fax: (850) 494-7347

Contract Dates: 2/14/03 – 3/31/05 & 3/1/06 – 11/30/08 & 6/1/12 – Present
(sites varied during this period)

Facilities Maintained:

Ellyson Customer Service

Cantonment WWTP

Ellyson Buildings 942 & 997

93 Lift Station Locations

Main Street WWTP

Navy Boulevard Office

Ellyson Hanger Building

17 Water Facility Locations

(Additional References Available, Upon Request)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2013

PRODUCER

Lucas Commercial Insurance, Inc.
1259 West Nine Mile Road
Pensacola FL 32534

Ph: (850) 476-2733 Fax: (850) 476-2753

INSURED

Gulf Coast Environmental Contractors, Inc
18 Simon Court
Pensacola FL 32505

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Arch Specialty Ins Co

21199

INSURER B: Progressive

10193

INSURER C: Markel

35970

INSURER D:

INSURER E:

COVERAGES

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

INSR ADDL LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> FL & AL Operations GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	AGL000300-00	04/20/2013	04/20/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Basic PIP	01500873-1	03/20/2013	03/20/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER FL & AL Ops E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	MWC0014382-03	10/05/2013	10/05/2014	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CRA Fax 595-3218

Blanket Additional Insured, Primary and Non-Contributing, and Waiver of Subrogation applies if required by written contract with respects to GL.

CERTIFICATE HOLDER

Escambia County Board of Commissioners
221 Palafox Place

Pensacola, FL 32502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

␣P␣

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County
(print name of the public entity)
by Tracy Hayes, President
(print individual's name and title)
for Gulf Coast Environmental Contractors, Inc.
(print name of entity submitting sworn statement)

whose business address is

18 Simon Court Pensacola, FL 32505

and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-3735170

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Jacelynn
(signature)

Sworn to and subscribed before me this 11th day of December, 20 13

Personally known ☒

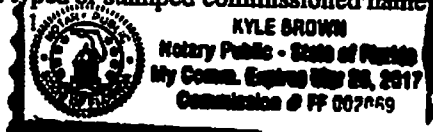
OR produced identification ☐

Notary Public - State of Florida

My commission expires March 26, 2017

(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 Gulf Coast Environmental does:

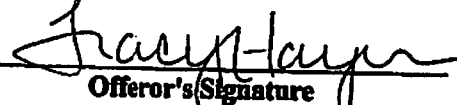
Name of Business Contractors, Inc.

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

12/16/13
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.: P01000074466

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: <u>Tracy Hayes</u>	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):

GULF COAST ENVIRONMENTAL CONTRACTORS, INC.
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: N/A
City, State Zip: _____
Street Address: 18 SIMON COURT
City, State, Zip: PENSACOLA, FL 32505

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: 59-3735170
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Scott or Tracy Hayes E-mail: Gcec@bellsouth.net
Telephone Number: (850) 232-3352 Facsimile Number: (850) 435-9326

Name of individual who will sign the instrument on behalf of the company:
Tracy Hayes

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
President

END

(850) 488-9000

Verified by: _____ Date: _____



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

July 30, 2001

GULF COAST ENVIRONMENTAL CONTRACTORS, INC.
18 SIMON COURT
PENSACOLA, FL 32505

The Articles of Incorporation for GULF COAST ENVIRONMENTAL CONTRACTORS, INC. were filed on July 28, 2001 and assigned document number P01000074466. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Tracy Smith, Document Specialist
New Filing Section

Letter Number: 001A00043917



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of GULF COAST ENVIRONMENTAL CONTRACTORS, INC., a Florida corporation, filed on July 28, 2001, as shown by the records of this office.

The document number of this corporation is P01000074466.



CR2EO22 (1-99)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirtieth day of July, 2001

Katherine Harris

Katherine Harris
Secretary of State



Department of State

I certify from the records of this office that GULF COAST ENVIRONMENTAL CONTRACTORS, INC. is a corporation organized under the laws of the State of Florida, filed on July 28, 2001.

The document number of this corporation is P01000074466.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirtieth day of July, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

**Electronic Articles of Incorporation
For**

**P01000074466
FILED
July 28, 2001
Sec. Of State**

GULF COAST ENVIRONMENTAL CONTRACTORS, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

GULF COAST ENVIRONMENTAL CONTRACTORS, INC.

Article II

The principal place of business address:

**18 SIMON COURT
PENSACOLA, FL. 32505**

The mailing address of the corporation is:

**18 SIMON COURT
PENSACOLA, FL. 32505**

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100

P01000074466
FILED
July 28, 2001
Sec. Of State

Article V

The name and Florida street address of the registered agent is:

TRACY C HAYES
18 SIMON COURT
PENSACOLA, FL. 32505

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: TRACY C. HAYES

Article VI

The name and address of the incorporator is:

TRACY C. HAYES
18 SIMON COURT
PENSACOLA, FL 32505

Incorporator Signature: TRACY C. HAYES

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
TRACY C HAYES
18 SIMON COURT
PENSACOLA, FL. 32505

**BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL**

JANET HOLLEY, CFC
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
September 30, 2014

THE ISSUANCE OF THIS RECEIPT
DOES NOT ENSURE COMPETENCY

2013 - 2014

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN
THE BUSINESS, PROFESSION, OR OCCUPATION OF

LANDSCAPING/TREE SURGERY
18 SIMON CT

PAID-9101973.0001-0001 150 10/09/2013 28.88

ACCT. NO. 73349 GROUP TYPE 030130 TOTAL 28.88

This business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

GULF COAST ENVIRONMENTAL CONTRACTORS INC

18 SIMON CT
PENSACOLA FL 32505

OWNER: HAYES TRACY C/HAYES SCOTT

Inspection by duly authorized officers of the County.

INFORMATION ONLY: REMOVE OR FOLD BEHIND BEFORE DISPLAYING RECEIPT

**BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL**

JANET HOLLEY, CFC
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
September 30, 2014

THE ISSUANCE OF THIS RECEIPT
DOES NOT ENSURE COMPETENCY

2013 - 2014

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN
THE BUSINESS, PROFESSION, OR OCCUPATION OF

CONCRETE CONTRACTOR
18 SIMON CT

PAID-9101970.0001-0001 150 10/09/2013 28.88

ACCT. NO. 73350 GROUP TYPE 030110 TOTAL 28.88

This business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

GULF COAST ENVIRONMENTAL CONTRACTORS INC

18 SIMON CT
PENSACOLA FL 32505

OWNER: HAYES TRACY/NELSON CARL/HAYES SCOTT

Inspection by duly authorized officers of the County.

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date
February 27, 2013

File No.
LC181742

Expires
December 31, 2013

THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW
HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR
THE PERIOD EXPIRING: December 31, 2013

SCOTT DARWIN HAYES
18 SIMON COURT
PENSACOLA, FL 32505


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

SCOTT DARWIN HAYES

COMMERCIAL LANDSCAPE MAINT. HOLDER

LC181742

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING December 31, 2013

Signature


COMMISSIONER

Wallet Card - Fold Here

BUREAU OF ENTOMOLOGY & PEST CONTROL
3125 CONNER BLVD, SUITE N
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date May 29, 2013	File No. LC140744	Expires April 30, 2014
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THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW
HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR
THE PERIOD EXPIRING: April 30, 2014

RODNEY D WARD
5630 FERNDAL COURT
PENSACOLA, FL 32526

Adam H. Putnam
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

RODNEY D WARD

COMMERCIAL LANDSCAPE MAINT. HOLDER
LC140744

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 30, 2014

Adam H. Putnam
COMMISSIONER

Signature

Wallet Card - Fold Here

BUREAU OF ENTOMOLOGY & PEST CONTROL
3125 CONNER BLVD, SUITE N
TALLAHASSEE, FLORIDA 32399-1630

**AGREEMENT RELATING TO GROUNDS MOWING
AND TRIMMING FOR ATHLETIC PARKS PD13-14.008**

This Agreement is made and entered into this ____ day of _____, 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Rhett James Landscaping, Inc., a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 26-2633705, and whose principal address is 401 El Matador Tr., Pensacola, Florida 32506.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking contractor's to perform grounds mowing and trimming services for 16 County owned athletic parks, subdivided into 6 geographic zones within Escambia County (PD 13-14.008); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services for those athletic parks located within the zone as described herein; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence as of the effective date and continue for a term of one (1) year with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Park Properties.** The County Athletic Park Properties that are the subject of this Agreement shall include the following:

Zone 4

Name	Quintette
Address	2490 Quintette Lane, Pensacola, FL
Description	4 Acres; 40 Cuts/Year
Name	Cantonment
Address	681 Well Line Road, Cantonment, FL
Description	30 Acres; 40 Cuts/Year

Name Santa Maria
Address 199 Madrid Rd, Pensacola, FL
Description 3 Acres; 40 Cuts/Year

4. Scope of Work. Contractor agrees to perform grounds mowing and trimming services for the park properties identified herein in accordance with the scope of work and corresponding specifications as outlined in Escambia County's Invitation to Bidders for Parks and Recreation Grounds Mowing and Trimming for Athletic Parks, Specification No. P.D. 13-14.008, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

5. Compensation. In exchange for Contractor's provision of the services referenced above, County shall pay Contractor in accordance with the Bid Form, dated December 19, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

6. Purchase Orders. The County shall issue written purchase orders on an annual basis. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

7. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 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. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to 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.

10. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Excess or Umbrella Liability coverage.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. 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.

12. 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: Rhett James Landscaping, Inc.
Attention: Rhett James
401 El Matador Tr.
Pensacola, Florida 32506

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, 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.

13. 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.

14. 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 Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. 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.

16. 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, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. 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.

18. 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.

19. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal
sufficiency)

By/Title: _____

Date: _____

[Handwritten Signature]
1/13/14

CONTRACTOR: RHETT JAMES
LANDSCAPING, INC.

ATTEST:

By: _____
Rhett James, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION GROUNDS MOWING AND TRIMMING
FOR ATHLETIC PARKS
SPECIFICATION PD 13-14.008**

• **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 FOR 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 ORIGINAL SIGNATURE
- BID FORM WITH ORIGINAL SIGNATURE
- QUALIFICATIONS STATEMENT

THIS BID CONTAINS SIX (6) BID FORMS AND IS BASED ON GROUNDS MOWING AND TRIMMING FOR 6 SPECIFIC ZONES AS IDENTIFIED IN THE BID DOCUMENTS. BIDS WILL BE RECEIVED FOR EACH ZONE SEPARATELY AND AT SPECIFIED DATES AND TIMES BY ZONES 1 THROUGH 6. BIDS MUST BE SUBMITTED PER THE INSTRUCTIONS CONTAINED HEREIN. BIDS NOT IN COMPLIANCE WITH BID INSTRUCTIONS WILL NOT BE ACCEPTED.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- 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?

- **MANDATORY PRE BID MEETING:**
PLEASE NOTE THAT THIS BID CONTAINS A REQUIREMENT TO ATTEND ONE OF THE TWO PRE-BID MEETINGS. ATTENDANCE IS MANDATORY FOR ALL BIDDERS.

- **PRE-BID MEETINGS SCHEDULED AS FOLLOWS:**

MANDATORY PRE-BID CONFERENCE WILL BE HELD AT THE ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX – 3363 WEST PARK PLACE, ROOM 104, PENSACOLA, FLORIDA 32505.
BIDDERS MUST ATTEND ONE OF THE FOLLOWING:

DATE: TUESDAY, DECEMBER 10, 2013
TIME: 9:00 AM CST

DATE: WEDNESDAY, DECEMBER 11, 2013
TIME: 3:30 PM CST

BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO WERE NOT IN ATTENDANCE AT ONE OF THE PRE-BID MEETINGS

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR



**ESCAMBIA COUNTY
FLORIDA
INVITATION TO BID**

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING**

SPECIFICATION NUMBER PD 13-14.008

BIDS FOR ZONE 1 WILL BE RECEIVED UNTIL: 3:00 p.m., CST Monday, December 16, 2013
BIDS FOR ZONE 2 WILL BE RECEIVED UNTIL 3:00 pm CST Tuesday, December 17, 2013
BIDS FOR ZONE 3 WILL BE RECEIVED UNTIL 3:00 pm Wednesday, December 18, 2013
BIDS FOR ZONE 4 WILL BE RECEIVED UNTIL 3:00 pm Thursday, December 19, 2013
BIDS FOR ZONE 5 WILL BE RECEIVED UNTIL 3:00 pm Friday, December 20, 2013
BIDS FOR ZONE 6 WILL BE RECEIVED UNTIL 3:00 pm Monday, December 23, 2013

At the

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

Gene Valentino, Chairman
Lumon May, Vice Chairman
Stephen Barry
Grover Robinson, IV
Wilson Robertson

**From:
Claudia Simmons, CPPO
Purchasing Manager**

Procurement Assistance:
Claudia Simmons, CPPO
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805

Technical Assistance:
Michael Rhodes,
Department Director
Parks and Recreation
1651 E. Nine Mile Road
Pensacola, FL 32514
Tel: (850) 475-5220

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.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

(Revised 3/1/06)

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

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.

**ESCAMBLIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
PD 13-14.008**

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with Offer.

Forms marked with a (Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer and Award Form *	3
Bid Forms *	4-9
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	10
Drug Free Workplace Form **	12
Information Sheet for Transactions and Conveyances Corporation Identification **	13
List of General Terms and Conditions (Incorporated by Reference)	15
Special Terms and Conditions	17
Athletic Park Mowing Map and Park Description	
Mowing Specifications	
Grounds Mowing and Trimming Vendor Information	

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS, CPPO

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 13-14.008

ESCAMBIACOUNTY

**FLORIDA GROUNDS MOWING AND
TRIMMING FOR ATHLETIC PARKS**

SOLICITATION

MAILING DATE: November 18, 2013

PRE-BID CONFERENCE: Tuesday, December 10, 2013 9:00am CST and Wednesday, December 11, 2013 3:00pm CST

Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida 32505

OFFERS WILL BE RECEIVED BY 3:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON MONDAY, DECEMBER 16, 2016 AND ENDING WITH ZONE 6 ON MONDAY, DECEMBER 23, 2013

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

Net 30

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

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 rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County makes 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)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

BID FORM

Specification Number **PD13-14.008**
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 1

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 1 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bradberry	4760 Highway 99A	Molino	7	40	\$ _____	\$ _____
Ernest Ward	7650 Highway 97	McDavid	2	40	\$ _____	\$ _____
Molino	2320 Crabtree Church Rd.	Molino	12	40	\$ _____	\$ _____

Total for Zone 1 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 2

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 2 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bellview	2750 Longleaf Dr.	Pensacola	20	40	\$ _____	\$ _____
Lewis Powell	7000 Rolling Hills Rd.	PensacoL	2	40	\$ _____	\$ _____
Mayfair	50 S. Garfield	Pensacol	5	40	\$ _____	\$ _____

Total for Zone 2 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 3

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 3 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brent	4711 N. "W" Street	Pensacola	30	40	\$ _____	\$ _____
Raymond Riddle	1704 N. "W" Street	Pensacola	8	40	\$ _____	\$ _____
Total for Zone 3						\$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid: _____

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD13-14.008**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 4

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 4** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Quintette	2490 Quintette Lane	Pensacola	4	40	\$ _____	\$ _____
Cantonment	681 Well Line Road	Cantonment	30	40	\$ _____	\$ _____
Santa Maria	199 Madrid Rd.	Pensacola	3	40	\$ _____	\$ _____

Total for Zone 4 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____
Person to contact concerning this bid: _____

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 5

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 5 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Myrtle Grove	99 N. 61 st Avenue	Pensacola	17	40	\$ _____	\$ _____
Southwest Complex	2020 Bauer Rd	Pensacola	217	40	\$ _____	\$ _____
Baars	13001 Sorrento Rd	Pensacola	8	40	\$ _____	\$ _____

Total for Zone 5 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____
Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 6

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 6 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost per Mowing</u>	<u>Extended Amount</u>
Brosnaham Park	10370 Ashston Brosnaham	Pensacola	110	40	\$ _____	\$ _____
John R. Jones	555 E. Nine Mile Rd	Pensacola	20	40	\$ _____	\$ _____
Total for Zone 6					\$ _____	

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid: _____

Phone/Toll Free/Fax # _____

**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 THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20_____

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 page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
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: _____

(Revised 12/21/01)

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 vary 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.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE 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**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
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 Auction Services**

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, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 13-14.008, ZONE NUMBER, 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.

Escambia County is seeking responsible contractors to perform mowing and trimming services at 16 Athletic Parks subdivided into 6 zones associated with maintaining the grounds according to County specifications and based on league specific requirements. The purpose of this solicitation is to obtain a contract for Grounds Mowing and Trimming for each zone and to obtain 6 different contractors to perform the services. No one contractor will be awarded a contract for multiple zones. The Parks and Recreation Department is the Administrator of the contracts and will direct the scheduling and timing of the work and review and inspect the work prior to approving payment requests. All contractors must be licensed to do business in Escambia County.

2. Procurement Questions

Procurement questions may be directed to Claudia Simmons, CPPO, Manager Office of Purchasing, TEL: (850)595-4987. Technical questions may be directed to Michael Rhodes, Director Parks and Recreation Department TEL: (850) 475-5220.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and six (6) Bid Forms. Bids will be received separately for each Zone at the specified date and time for each Zone. The Bid Form and the Offer and Award Form shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on other forms will not be accepted.

***Note: BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO DID NOT ATTEND ONE OF THE MANDATORY PRE-BID MEETINGS.**

(Revised 6/04)

4. Pre-Solicitation Conference

Mandatory Pre-Bid Conferences will be held at the Escambia County Central Office Complex, 3363 West Park Place in Conference Room #104 on Tuesday, December 10, 2013 at 9:00 am CST and on Wednesday, December 11, 2013 at 3:30pm CST. Attendance is required at one of the two meetings.

****Note All offerors must be present at one of the two meetings. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.**

5. **Inspection of Grounds**

It is the offer or's responsibility to become fully informed as to location and condition of the athletic fields and parks associated with this solicitation. Site location information in more detail will be provided at the mandatory pre-bid meetings.

6. **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.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Invoices are to be prepared bi-weekly and submitted per the instructions found in the Vendor Information Section of this document.

10. **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.

11. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and

(Revised 12/21/01)

the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that **NO CONTRACT** under this solicitation shall be formed between Escambia County and the awarded vendor until such time as the contract is executed by the last party to the transaction.

13. **Contract Term/Renewal/Termination**

- A. The contracts resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an annual basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

15. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for 12 month, price adjustments. Written request for price adjustment may be made every 12 months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

Fair Labor Standards Act Exemption

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

17. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.)

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

18. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

19. **Ordering**

The County will issue release (purchase) orders against the contract on an annual basis for the services listed on the bid form.

20. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
2. List of equipment and facilities available to do the work.
3. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

21. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal 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 requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

22. **Offer and Award per Zone**

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. This solicitation contains the opportunity to make offers on Ground Mowing and Trimming Services on all six (6) zones, however a contractor may only be awarded the contract for one zone. Offers will be accepted on one zone at a time. Offers will not be accepted from the bidder or bidders previously selected for an award of a zone. In the event that an offer is made and not accepted by the county, the offeror may continue to submit offers on zones yet to be awarded. In no event, may an offerer withdraw his winning bid in order to continue submit on other zones.

23. **Award**

Award of each of the six (6) contracts shall be made on an "all-or-none total" basis per zone. Each contract awarded from this solicitation will be made for a single zone.

No contractor will be awarded contracts for more than one zone as represented in this solicitation.

24. **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.

25. **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 five (5) 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.

26. **As Specified**

All services performed shall meet the specifications herein. Services performed not as specified will be returned at no expense by Escambia County.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements contained herein with their insurance agents before submitting offers. Certificates of Insurance will be required prior to contract award.

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 within 24 hours 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 selected to be awarded the contract.

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.

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:

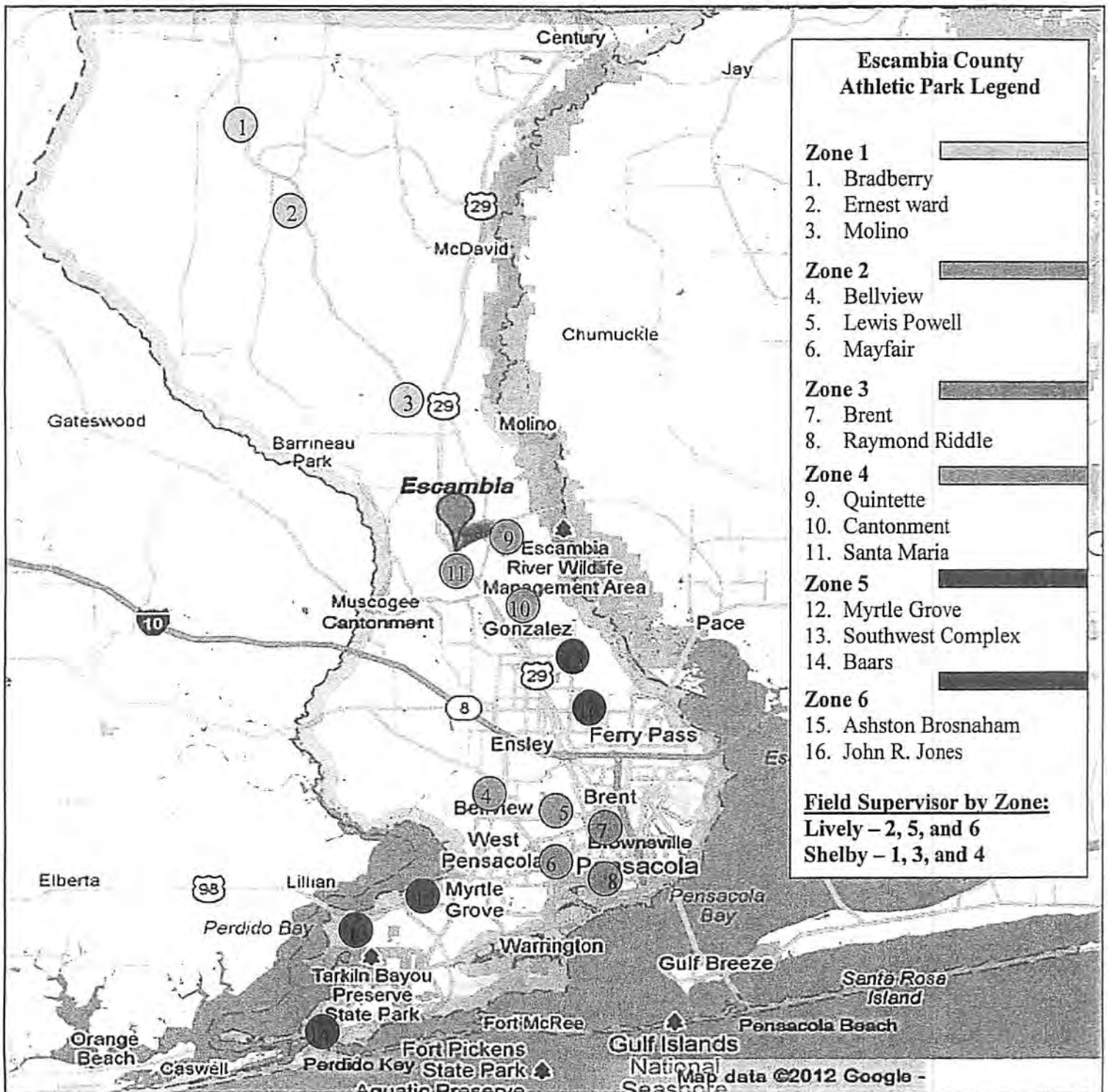
1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Claudia Simmons, CPPO
P.O. Box 1591
Pensacola, FL 32591-1591
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.

ESCAMBIA COUNTY ATHLETIC PARKS MOWING 2014





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BRADBERRY

ATHLETIC PARK DEMOGRAPHICS

Zone 1

Address: 4760 Highway 99A
Molino, FL 32577

Total Acres: 7

Description:

- ▶ **Located in Walnut Hill on Hwy 99A next to Ernest Ward School**
- ▶ **Five baseball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ERNEST WARD ATHLETIC PARK DEMOGRAPHICS

Zone 1

**Address: 7650 Highway 97
McDavid, FL 32568**

Total Acres: 2

Description:

- ▶ **Located in Walnut Hill at intersection of Hwy 97 and Hwy 99A**
- ▶ **Football field and common area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MOLINO

ATHLETIC PARK DEMOGRAPHICS

Zone 1

Address: 2320 Crabtree Church Rd.
Molino, FL 32577

Total Acres: 12

Description:

- ▶ **Five baseball and softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BELLVIEW PARK

ATHLETIC PARK DEMOGRAPHICS

Zone 2

Address: 2750 Longleaf Dr.
Pensacola, FL 32526

Total Acres: 20

Description:

- ▶ **Nine baseball and softball fields, a game football field and a practice football field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

LEWIS POWELL

ATHLETIC PARK DEMOGRAPHICS

Zone 2

Address: 7000 Rolling Hills Rd.
Pensacola, FL 32505

Total Acres: 2

Description:

- ▶ **One youth baseball field and one softball field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MAYFAIR

ATHLETIC PARK DEMOGRAPHICS

Zone 2

Address: 50 S. Garfield
Pensacola, FL 32505

Total Acres: 5

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BRENT

ATHLETIC PARK DEMOGRAPHICS

Zone 3

Address: 4711 N. "W" Street
Pensacola, FL 32505

Total Acres: 30

Description:

- ▶ **12 baseball fields, a football field, and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

RAYMOND RIDDLE

ATHLETIC PARK DEMOGRAPHICS

Zone 3

Address: 1704 N. "W" St.
Pensacola, FL 32505

Total Acres: 8

Description:

- ▶ **Five baseball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

QUINTETTE

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 2490 Quintette Lane
Cantonment, FL 32533

Total Acres: 4

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

CANTONMENT

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 681 Well Line Rd.
Cantonment, FL 32533

Total Acres: 30

Description:

- ▶ **12 baseball and softball fields, one football game field and one football practice field**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

SANTA MARIA

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 199 Madrid Rd.
Cantonment, FL 32533

Total Acres: 3

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MYRTLE GROVE ATHLETIC PARK DEMOGRAPHICS

Zone 5

**Address: 99 N. 61st Avenue
Pensacola, FL 32506**

Total Acres: 17

Description:

- ▶ **Nine baseball and softball fields, football field, and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

SOUTHWEST COMPLEX

ATHLETIC PARK DEMOGRAPHICS

Zone 5

Address: 2020 Bauer Rd.
Pensacola, FL 32506

Total Acres: 217

Description:

- ▶ **A 17- field athletic complex is comprised of Baseball, Softball, Soccer, and Football fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BAARS FIELD

ATHLETIC PARK DEMOGRAPHICS

Zone 5

**Address: 13001 Sorrento Rd.
Pensacola, FL 32507**

Total Acres: 8

Description:

- ▶ **Two youth tee-ball fields, a softball field, youth baseball field and senior league baseball field and common areas.**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BROSNAHAM ATHLETIC PARK

ATHLETIC PARK DEMOGRAPHICS

Zone 6

Address: 10370 Ashston Brosnaham
Pensacola, FL 32534

Total Acres: 110

Description:

- ▶ **10 Soccer fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

JOHN R. JONES, JR.

ATHLETIC PARK DEMOGRAPHICS

Zone 6

Address: 555 E. Nine Mile Rd.
Pensacola, FL 32514

Total Acres: 63

Description:

- ▶ **12 Youth baseball fields and a football field and common areas**

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Mowing Specifications

**ESCAMBIA COUNTY
PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
MOWING SPECIFICATIONS**

**Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32501**

- 1) **General Conditions:** The following general conditions will apply to all areas.
- a) **Trash Removal Prior to Mowing.** Contractor will be responsible for policing the area to be mowed and remove any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the parks or grounds area.
 - b) **Cleanup.** The Contractor is responsible for the cleanup of any trash cut by mowers as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas within the park. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.
 - c) **Damage Repair.** Contractor will be responsible for repairing, at Contractors expense, any damage to any of the existing structures and facilities determined to be caused by the Contractor in the process of mowing the grounds, this includes sprinkler heads.
 - d) **Keys and Locks.** Contractor will be provided with keys to all locks on gates and other entrance areas to parks, grounds and areas to be mowed by Escambia County. To prevent unauthorized access in specific areas gates shall be locked by the Contractor prior to leaving the property. Locks and/or chains left unsecured will be paid for by Contractor.
 - e) **Insurance Requirements.** See Special Terms and Conditions, page 18, #23 and #23.01.
 - f) **License and Certification Requirements:** Contractor will have required license and certifications as required by State law.
 - g) **Reports and Follow-up.** Contractor will provide a weekly report to the Escambia County Parks and Recreation Department personnel on the previous week's activities and the next weeks planned schedule. Reports shall be faxed to 475-5224, hand-delivered or mailed to the Parks and Recreation Department at 1651 E. Nine Mile Road, Pensacola, FL 32514. At the discretion of the Contract Management Supervisor during any point in the term of the contract, the reporting may be reduced to once every two weeks or once per month, depending upon the activity and/or schedule with the Contractor.
 - h) **NPDES Reporting.** Contractor will provide weekly report to Parks and Recreation Department on previous week activities and denote all maintenance on drainage systems (holding ponds, drainage swale, etc.) in accordance with the requirements for NPDES Reporting.

i) **Limitations.** At the discretion of the Contract Management Supervisor, a Contractor may be awarded no more than any one of the five groups: Zone 1, Zone 2, Zone 3, Zone 4, and Zone 5.

2) **Mowing Frequency.** Mowing will be performed once every seven days, depending on the mowing frequency schedule. Premature mowing or billing will not be allowed. See "Frequency" paragraphs in Section 3 for the specific mowing cycle for each area. **Special Note: Mowing frequencies can be increased or decreased due to climatic weather or other special factors as determined by the Contract Management Supervisor.**

3) **Specifications by Type.**

a) **Game Surface Areas, Athletic Fields, and Common Areas).**

These areas are generally Bermuda or Centipede turf areas and will be maintained at a high level of maintenance during the playing season in order to promote improved playability among the users. **High speed rotary mowers will be required for this type mowing.** The following specifications will apply to mowing areas:

i) **Frequency:** Once per week (a minimum of 6 days, maximum of 8 days) during the warm season; as needed during cool seasons, only on over-seeded fields.

ii) **Type of Mower:** High speed rotary mower.

iii) **Cutting Height:** Maximum two-inches for Centipede and Bahiagrass, 1.5-inches for Bermuda, minimum dependant upon type of grass and Parks and Recreation Staff preference. **Anti-scalp rollers must be in place on mower decks.** No more than 1/3 of the grass height shall be cut off at any one mowing.

iv) **Edging and Trimming:** Maximum two-inches, minimum one-inch height or equal to the mowing if using a string or blade trimmer. ***All paved surfaces/grass areas shall be trimmed at each mowing. Failure to do so will cause forfeiture of payment for that facility.***

v) **Fence Lines:** Chemical treatment (Round-Up) shall be applied to no greater than six-inches either side of the fence or adjacent to other structures such a light poles, buildings, etc. ***Chemical treatment (Round-Up) shall be applied three (3) times per year: April, June, and September (cost to be entered as a separate item on price sheet).***

vi) **Direction of Mowing:** On baseball fields with grass infields, the direction of mowing shall be such as to not allow grass trimmings to fall on the infield dirt surfaces. This is true also for softball fields with skinned infields. Alteration of mowing direction should be done as good mowing practice. Contractor is responsible for blowing grass clippings off of sidewalks, parking areas, playgrounds or any other areas that require a neat appearance. ***Failure to do so will cause forfeiture of payment for that facility.***

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Vendor Information

All new vendors doing business with Escambia County BOCC must complete and submit a New Vendor Packet that consists of the following documents:

- Vendor/Payee Taxpayer's Identification Number/Entity Type Form
- W-9 Form

The completed vendor packet must be faxed or e-mailed to Tammara Johnson at 850.475.5224 or Tammara_Johnson@myescambia.com. Upon receipt, you and/or your company will be set up as a vendor with Escambia County BOCC.

****If awarded bid for Escambia County BOCC property that is located on or near Escambia County School Board property fingerprinting and badges are required.**

NOTE: Escambia County School District does not accept security credentials or fingerprint results of any other school district.

Contractual personnel include owners, employees, and/or agents of any vendor, organization, or entity under contract to conduct business with the School Board of Escambia County, including sub-contractual personnel.

Contractual personnel must meet the Level 2 screening if they:

- Are permitted access on school grounds when students have the potential to be present
- Have potential or direct contact with students
- Have access to or control of school funds

For questions regarding the fingerprinting process, please call (850).439.2641 or (850).430.7450

REMIT INVOICES TO:

- U.S. Mail Escambia County Parks & Recreation Department
 Attention: Tammara Johnson – Accounts Payable
 1651 E. Nine Mile Road, Pensacola, FL 32514

~OR~

- Email Tammara_Johnson@myescambia.com
- Office 850.475.5220
- Direct Line 850.475.5565
- Fax 850.475.5224

We would like to offer your business an option to receive ACH deposit. This option would provide almost immediate access to expected funds through your banking establishment. If this is an option you are interested in, please complete the Vendor ACH Authorization Agreement form. If you have any questions, feel free to direct them to the Clerk's office representative as stated in the Pam Childers Clerk of the Circuit Court and Comptroller, Escambia memorandum.

Invoicing questions, please direct them to me via email or phone using the information provided above. Thanks in advance for your continued support and I look forward to a positive and professional relationship. We appreciate your business!!

When submitting invoice's please include the following:

- Submittal preferred on business letterhead
- Legible invoice number
- Date of invoice
- Purchase Order Number, once provided
- Date(s) services were rendered per location

Please provide name and contact information for the individual who will be directly responsible for preparing your companies invoices to Tammara Johnson.

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITHIN 10 DAYS TO:
ESCAMBIA COUNTY CLERK OF CIRCUIT COURT
ACCOUNTS PAYABLE
221 PALAFOX PLACE SUITE 140
PENSACOLA, FL 32502

1. IF YOU ARE AN INDIVIDUAL OR NONCORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's
Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:
_____ DOES OPERATE IN CORPORATE FORM.

(Corporate Name) _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

Dear Vendor:

The Escambia County Clerk and Comptroller is pleased to offer the option for Escambia County Board of County Commissioners' vendors to receive payment of invoices via ACH funds transfer. Instead of receiving a paper check through the mail, a deposit will be made directly to your authorized bank account. Going paperless is an easy way to gain efficiencies and convenience for your office including more immediate access to your cash. There will be no more checks lost in the mail, no waiting in bank lines to deposit your check, and no waiting for the check to clear the bank. Switching from paper checks benefits the environment too.

When a payment is processed, an email will be sent from AccountsPayable@EscambiaClerk.com to the email address you provide on the ACH authorization form. The email will include an attachment of a remittance advice containing the same detailed information currently on a check stub. Please ensure that you include an email address on the authorization form, otherwise no remittance information will be sent.

To participate in the ACH payment method, all an authorized officer for your company needs to do is complete and return the enclosed Vendor ACH Authorization Agreement. If you have any questions regarding this information, please email istanley@escambiaclerk.com or contact Judy-Ann Stanley at 850.595.4844.

Sincerely,

Pam Childers

Clerk of the Circuit Court and Comptroller

PC/js

Escambia County Board of County Commissioners
Vendor ACH Authorization Agreement

*Upon completing this form, submit the signed original to the Clerk of Circuit Court
and Comptroller, Finance Department, 221 Palafox Place, Suite 140, Pensacola, FL 32502.
If you have questions, please contact Accounts Payable at 850.595.4841.*

ACH Account (Please Check One Option)		
New Agreement <input type="checkbox"/>	Change to Current Agreement <input type="checkbox"/>	Cancel ACH <input type="checkbox"/>

Vendor Information	
Vendor Number:	
Vendor Name:	
Street Address:	
City, State, Zip:	
e-mail for Remittance Advice:	

Vendor Contact Information	
Name:	
e-mail Address:	
Phone Number:	

Financial Institution Information	
Account Type:	<input type="checkbox"/> Checking
Name of Financial Institution:	
Phone Number:	
Bank Routing Number (max 15 digits):	
Account Number:	

Vendor Agreement: I, the undersigned, hereby authorize and request the Escambia County Clerk of Circuit Court and Comptroller's ("Clerk") Office to initiate credit entries, and if necessary, a debit entry in accordance with NACHA rules reversing a credit entry made in error, to my account at the above-named financial institution. This ACH is to remain in effect until changed by: (a) an officer of the vendor; (b) the vendor's legal representative; (c) the above-named financial institution; or (d) the Clerk's Office. Any change must be in writing and must be transmitted in a timely manner for any change to take effect. An ACH Remittance Advice will be emailed to my remittance email when a deposit occurs. If no email address is provided, I understand that no remittance information will be sent. The Clerk's Office will not be responsible for any loss that arises solely by reason of error, mistake, or fraud regarding information provided on this form.

Note: Please make sure you notify the Clerk's Office prior to closing your account. If a change to your bank account occurs without the Clerk's Office receiving prior written authorization, a delay of funds may occur (up to 10 business days).

Signature of Company Official

Date

Printed Name

Title

For Internal Clerk's Office use only:

Verified by Clerk's Accounts Payable:

Clerk's Accounts Payable

BID FORM

Specification Number PD13-14.008

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 4

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 12/19/13

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 4 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Name	Address	City	Acreage	Times Cut/Year	Cost Per Mowing	Extended Amount
Quintette	2490 Quintette Lane	Pensacola	4	40	\$ <u>312.25</u>	\$ <u>12,490</u>
Cantonment	681 Well Line Road	Cantonment	30	40	\$ <u>1200.</u>	\$ <u>48,000</u>
Santa Maria	199 Madrid Rd.	Pensacola	3	40	\$ <u>300</u>	\$ <u>12,000</u>

Total for Zone 4 \$ 72,490

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: Rhett James

Signature: Rhett James

Title: President

Address: 401 EL Mutador Tr
Pensacola, FL 32506

State of Florida Department of State Certificate of Authority
Document Number P0800047491

Occupational License No. 680403

Person to contact concerning this bid:

Rhett James
Phone/Toll Free/Fax # 850-393-7457



SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS, CPPO

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 13-14.008

ESCAMBIACOUNTY

FLORIDA GROUNDS MOWING AND
TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: November 18, 2013

PRE-BID CONFERENCE: Tuesday, December 10, 2013 9:00am CST and Wednesday, December 11, 2013 3:00pm CST

Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida 32505

OFFERS WILL BE RECEIVED BY 3:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON MONDAY, DECEMBER 16, 2013 AND ENDING WITH ZONE 6 ON MONDAY, DECEMBER 23, 2013

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

26-2633705

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Rhett James Landscaping, Inc.

ADDRESS: 461 EL Matador Tr.

CITY, ST. & ZIP: Pensacola, FL 32506

PHONE NO.: (850) 393-7451

TOLL FREE NO.: ()

FAX NO.: (850) 456-9182

REASON FOR NO OFFER:

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County makes final payment to the offeror.

Rhett James (President)

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Rhett James

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

**Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference hereto and made a part of this contract.

Qualification Statement

Name of Business: Rhett James Landscaping, Inc.

Years of Registered Business: 5+ (May 2008-present)

Number of Employees: 3

References:

- Perdido Pines Homeowners' Association
 - Contact: David Bagdasarin (850-221-2591)
- Windward Cover Homeowners' Association
 - Contact: Ron Martin (850-497-0689)
- Markham Auto Sales
 - Contact: Blue Markham (850-393-6267)

Type of Equipment: 60" XMart Zero Turn Lazer; 42" Hustler Zero Turn Commercial; 48" Zero Turn Toro Commercial

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia county florida parks and recreation
(print name of the public entity)
by Rhett James (President)
(print individual's name and title)
for Rhett James Landscaping, Inc.
(print name of entity submitting sworn statement)

whose business address is

401 EL Matador Tr. Pensacola, FL 32506

and (if applicable) its Federal Employer Identification Number (FEIN) is:

26-2633705

(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.)

RS 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.

RS 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.

RS The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Rutan
(signature)

Sworn to and subscribed before me this 17th day of December, 2013

Personally known ✓

OR produced identification _____

(Type of identification)

[Signature]
Notary Public - State of Florida

My commission expires 9-24-17

(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
Rhett James Landscaping, Inc. 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.

Rhett James Landscaping, Inc.

Offeror's Signature

12/19/13

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.: P08000047491

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: <u>Rhett James</u>	Secretary: _____
Vice President: <u>Gary James</u>	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):
Rhett James Landscaping, Inc.
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: 401 El Matador Tr
City, State, Zip: Pensacola, FL 32506

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: 26-2633705
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Rhett James E-mail: Pcola what@gmail.com
Telephone Number: 856-393-7457 Facsimile Number: 856-456-9182

Name of individual who will sign the instrument on behalf of the company:

Rhett James
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

President

END

(850) 488-9000

Verified by: _____ Date: _____

(Revised 12/21/01)

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name**Florida Profit Corporation

RHETT JAMES LANDSCAPING, INC.

Filing Information

Document Number	P08000047491
FEI/EIN Number	N/A
Date Filed	05/12/2008
State	FL
Status	ACTIVE
Effective Date	05/12/2008

Principal Address401 EL MATADOR TR
PENSACOLA, FL 32506

Changed: 04/19/2009

Mailing Address401 EL MATADOR TR
PENSACOLA, FL 32506

Changed: 04/19/2009

Registered Agent Name & AddressJAMES, RHETT T
401 EL MATADOR TR
PENSACOLA, FL 32506

Address Changed: 04/19/2009

Officer/Director Detail**Name & Address****Title P**JAMES, RHETT
401 EL MATADOR TR

PENSACOLA, FL 32506**Title VP****JAMES, GARY L
401 EL MATADOR TR
PENSACOLA, FL 32506****Annual Reports**

Report Year	Filed Date
2011	04/19/2011
2012	09/06/2012
2013	02/07/2013

Document Images

<u>02/07/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/06/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/19/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/02/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/19/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/12/2008 -- Domestic Profit</u>	View image in PDF format

**BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL**

JANET HOLLEY, CFC
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
September 30, 2014

THE ISSUANCE OF THIS RECEIPT
DOES NOT ENSURE COMPETENCY

2013 - 2014

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN
THE BUSINESS, PROFESSION, OR OCCUPATION OF

PAID-169130.0001-0001 507 08/05/2013 26.25

LANDSCAPING/TREE SURGERY
401 EL MATADOR TRAIL

ACCT. NO.	680403	GROUP TYPE	030130	TOTAL	26.25
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RHETT JAMES LANDSCAPING INC

401 EL MATADOR TRAIL
PENSACOLA, FL 32506

This business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

OWNER: JAMES RHETT TYLER

**AGREEMENT RELATING TO GROUNDS MOWING
AND TRIMMING FOR ATHLETIC PARKS PD13-14.008**

This Agreement is made and entered into this ____ day of _____, 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Emerald Coast Grass Company, LLC., a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 46-2582181, and whose principal address is 8917 Burning Tree Road., Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking contractor's to perform grounds mowing and trimming services for 16 County owned athletic parks, subdivided into 6 geographic zones within Escambia County (PD 13-14.008); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services for those athletic parks located within the zone as described herein; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence as of the effective date and continue for a term of one (1) year with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Park Properties.** The County Athletic Park Properties that are the subject of this Agreement shall include the following:

Zone 5

Name	Myrtle Grove
Address	99 N. 61 st Avenue, Pensacola, FL
Description	17 Acres; 40 Cuts/Year

Name	Southwest Complex
Address	2020 Bauer Road, Pensacola, FL
Description	217 Acres; 40 Cuts/Year

Name	Baars
Address	13001 Sorrento Road, Pensacola, FL
Description	8 Acres; 40 Cuts/Year

4. Scope of Work. Contractor agrees to perform grounds mowing and trimming services for the park properties identified herein in accordance with the scope of work and corresponding specifications as outlined in Escambia County's Invitation to Bidders for Parks and Recreation Grounds Mowing and Trimming for Athletic Parks, Specification No. P.D. 13-14.008, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

5. Compensation. In exchange for Contractor's provision of the services referenced above, County shall pay Contractor in accordance with the Bid Form, dated December 19, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

6. Purchase Orders. The County shall issue written purchase orders on an annual basis. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

7. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 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. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to 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.

10. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Excess or Umbrella Liability coverage.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. 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.

12. 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: Emerald Coast Grass Co, LLC.
Attention: Jeremy J. Payne
8917 Burning Tree Rd
Pensacola, Florida 32514

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, 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.

13. 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.

14. 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 Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. 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.

16. 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, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. 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.

18. 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.

19. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

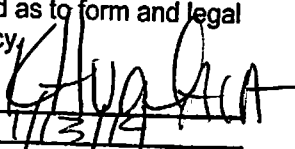
Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal
sufficiency,

By/Title: 
Date: 7/13/14

CONTRACTOR: EMERALD COAST GRASS
COMPANY, LLC.

ATTEST:

By: _____
Jeremy J. Payne, Business Manager / Co-Owner

By: _____
Corporate Secretary

Date: _____

(SEAL)

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION GROUNDS MOWING AND TRIMMING
FOR ATHLETIC PARKS
SPECIFICATION PD 13-14.008**

• **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 FOR 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 ORIGINAL SIGNATURE
- BID FORM WITH ORIGINAL SIGNATURE
- QUALIFICATIONS STATEMENT

THIS BID CONTAINS SIX (6) BID FORMS AND IS BASED ON GROUNDS MOWING AND TRIMMING FOR 6 SPECIFIC ZONES AS IDENTIFIED IN THE BID DOCUMENTS. BIDS WILL BE RECEIVED FOR EACH ZONE SEPARATELY AND AT SPECIFIED DATES AND TIMES BY ZONES 1 THROUGH 6. BIDS MUST BE SUBMITTED PER THE INSTRUCTIONS CONTAINED HEREIN. BIDS NOT IN COMPLIANCE WITH BID INSTRUCTIONS WILL NOT BE ACCEPTED.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- 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?

• **MANDATORY PRE BID MEETING:**

PLEASE NOTE THAT THIS BID CONTAINS A REQUIREMENT TO ATTEND ONE OF THE TWO PRE-BID MEETINGS. ATTENDANCE IS MANDATORY FOR ALL BIDDERS.

• **PRE-BID MEETINGS SCHEDULED AS FOLLOWS:**

MANDATORY PRE-BID CONFERENCE WILL BE HELD AT THE ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX – 3363 WEST PARK PLACE, ROOM 104, PENSACOLA, FLORIDA 32505.
BIDDERS MUST ATTEND ONE OF THE FOLLOWING:

DATE: TUESDAY, DECEMBER 10, 2013
TIME: 9:00 AM CST

DATE: WEDNESDAY, DECEMBER 11, 2013
TIME: 3:30 PM CST

BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO WERE NOT IN ATTENDANCE AT ONE OF THE PRE-BID MEETINGS

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR



**ESCAMBLIA COUNTY
FLORIDA
INVITATION TO BID**

**ESCAMBLIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING**

SPECIFICATION NUMBER PD 13-14.008

BIDS FOR ZONE 1 WILL BE RECEIVED UNTIL: 3:00 p.m., CST Monday, December 16, 2013

BIDS FOR ZONE 2 WILL BE RECEIVED UNTIL 3:00 pm CST Tuesday, December 17, 2013

BIDS FOR ZONE 3 WILL BE RECEIVED UNTIL 3:00 pm Wednesday, December 18, 2013

BIDS FOR ZONE 4 WILL BE RECEIVED UNTIL 3:00 pm Thursday, December 19, 2013

BIDS FOR ZONE 5 WILL BE RECEIVED UNTIL 3:00 pm Friday, December 20, 2013

BIDS FOR ZONE 6 WILL BE RECEIVED UNTIL 3:00 pm Monday, December 23, 2013

At the

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

Gene Valentino, Chairman
Lumon May, Vice Chairman
Stephen Barry
Grover Robinson, IV
Wilson Robertson

**From:
Claudia Simmons, CPPO
Purchasing Manager**

Procurement Assistance:

Claudia Simmons, CPPO
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805

Technical Assistance:

Michael Rhodes,
Department Director
Parks and Recreation
1651 E. Nine Mile Road
Pensacola, FL 32514
Tel: (850) 475-5220

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.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

(Revised 3/1/06)

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

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.

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
PD 13-14.008**

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with Offer.

Forms marked with a (Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer and Award Form *	3
Bid Forms *	4-9
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	10
Drug Free Workplace Form **	12
Information Sheet for Transactions and Conveyances Corporation Identification **	13
List of General Terms and Conditions (Incorporated by Reference)	15
Special Terms and Conditions	17
Athletic Park Mowing Map and Park Description	
Mowing Specifications	
Grounds Mowing and Trimming Vendor Information	

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS, CPPO

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBA COUNTY FLORIDA

Invitation to Bid

PD 13-14.008

ESCAMBIACOUNTY

**FLORIDA GROUNDS MOWING AND
TRIMMING FOR ATHLETIC PARKS**

SOLICITATION

MAILING DATE: November 18, 2013

PRE-BID CONFERENCE: Tuesday, December 10, 2013 9:00am CST and Wednesday, December 11, 2013 3:00pmCST

Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida 32505

OFFERS WILL BE RECEIVED BY 3:00 PM CST; BY ZONE BEGINING WITH ZONE 1 ON MONDAY, DECEMBER 16, 2016 AND ENDING WITH ZONE 6 ON MONDAY, DECEMBER 23, 2013

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECIEPT OF PURCHASE ORDER.

Net 30

VENDOR NAME: _____

REASON FOR NO OFFER:

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

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 rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders 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)**

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

BID FORM

Specification Number **PD13-14.008**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 1

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 1 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bradberry	4760 Highway 99A	Molino	7	40	\$ _____	\$ _____
Ernest Ward	7650 Highway 97	McDavid	2	40	\$ _____	\$ _____
Molino	2320 Crabtree Church Rd.	Molino	12	40	\$ _____	\$ _____

Total for Zone 1 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD13-14.008**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 2

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 2** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acres</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bellview	2750 Longleaf Dr.	Pensacola	20	40	\$ _____	\$ _____
Lewis Powell	7000 Rolling Hills Rd.	Pensacola	2	40	\$ _____	\$ _____
Mayfair	50 S. Garfield	Pensacola	5	40	\$ _____	\$ _____

Total for Zone 2 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD13-14.008**
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 3

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 3** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brent	4711 N. "W" Street	Pensacola	30	40	\$ _____	\$ _____
Raymond Riddle	1704 N. "W" Street	Pensacola	8	40	\$ _____	\$ _____
Total for Zone 3						\$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid: _____

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 4

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 4** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Quintette	2490 Quintette Lane	Pensacola	4	40	\$ _____	\$ _____
Cantonment	681 Well Line Road	Cantonment	30	40	\$ _____	\$ _____
Santa Maria	199 Madrid Rd.	Pensacola	3	40	\$ _____	\$ _____

Total for Zone 4 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____
Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 5

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 5** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Myrtle Grove	99 N. 61 st Avenue	Pensacola	17	40	\$ _____	\$ _____
Southwest Complex	2020 Bauer Rd	Pensacola	217	40	\$ _____	\$ _____
Baars	13001 Sorrento Rd	Pensacola	8	40	\$ _____	\$ _____

Total for Zone 5 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 6

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 6** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost per Mowing</u>	<u>Extended Amount</u>
Brosnaham Park	10370 Ashston Brosnaham	Pensacola	110	40	\$ _____	\$ _____
John R. Jones	555 E. Nine Mile Rd	Pensacola	20	40	\$ _____	\$ _____
Total for Zone 6					\$ _____	

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____
Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

**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 THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ 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 page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
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 vary 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.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE 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**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
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 Auction Services**

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, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 13-14.008, ZONE NUMBER, 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.

Escambia County is seeking responsible contractors to perform mowing and trimming services at 16 Athletic Parks subdivided into 6 zones associated with maintaining the grounds according to County specifications and based on league specific requirements. The purpose of this solicitation is to obtain a contract for Grounds Mowing and Trimming for each zone and to obtain 6 different contractors to perform the services. No one contractor will be awarded a contract for multiple zones. The Parks and Recreation Department is the Administrator of the contracts and will direct the scheduling and timing of the work and review and inspect the work prior to approving payment requests. All contractors must be licensed to do business in Escambia County.

2. Procurement Questions

Procurement questions may be directed to Claudia Simmons, CPPO, Manager Office of Purchasing, TEL: (850)595-4987. Technical questions may be directed to Michael Rhodes, Director Parks and Recreation Department TEL: (850) 475-5220.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and six (6) Bid Forms. Bids will be received separately for each Zone at the specified date and time for each Zone. The Bid Form and the Offer and Award Form shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on other forms will not be accepted.

***Note: BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO DID NOT ATTEND ONE OF THE MANDATORY PRE-BID MEETINGS.**

(Revised 6/04)

4. Pre-Solicitation Conference

Mandatory Pre-Bid Conferences will be held at the Escambia County Central Office Complex, 3363 West Park Place in Conference Room #104 on Tuesday, December 10, 2013 at 9:00 am CST and on Wednesday, December 11, 2013 at 3:30pm CST. Attendance is required at one of the two meetings.

****Note All offerors must be present at one of the two meetings. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.**

5. **Inspection of Grounds**

It is the offer or's responsibility to become fully informed as to location and condition of the athletic fields and parks associated with this solicitation. Site location information in more detail will be provided at the mandatory pre-bid meetings.

6. **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.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Invoices are to be prepared bi-weekly and submitted per the instructions found in the Vendor Information Section of this document.

10. **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.

11. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. (Revised 12/21/01)
The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that **NO CONTRACT** under this solicitation shall be formed between Escambia County and the awarded vendor until such time as the contract is executed by the last party to the transaction.

13. **Contract Term/Renewal/Termination**

- A. The contracts resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an annual basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

15. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for 12 month, price adjustments. Written request for price adjustment may be made every 12 months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

Fair Labor Standards Act Exemption

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

17. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.)

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

18. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

19. **Ordering**

The County will issue release (purchase) orders against the contract on an annual basis for the services listed on the bid form.

20. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
2. List of equipment and facilities available to do the work.
3. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

21. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal 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 requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

22. **Offer and Award per Zone**

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. This solicitation contains the opportunity to make offers on Ground Mowing and Trimming Services on all six (6) zones, however a contractor may only be awarded the contract for one zone. Offers will be accepted on one zone at a time. Offers will not be accepted from the bidder or bidders previously selected for an award of a zone. In the event that an offer is made and not accepted by the county, the offeror may continue to submit offers on zones yet to be awarded. In no event, may an offerer withdraw his winning bid in order to continue submit on other zones.

23. **Award**

Award of each of the six (6) contracts shall be made on an "all-or-none total" basis per zone. Each contract awarded from this solicitation will be made for a single zone.

No contractor will be awarded contracts for more than one zone as represented in this solicitation.

24. **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.

25. **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 five (5) 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.

26. **As Specified**

All services performed shall meet the specifications herein. Services performed not as specified will be returned at no expense by Escambia County.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements contained herein with their insurance agents before submitting offers. Certificates of Insurance will be required prior to contract award.

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 within 24 hours 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 selected to be awarded the contract.

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.

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:

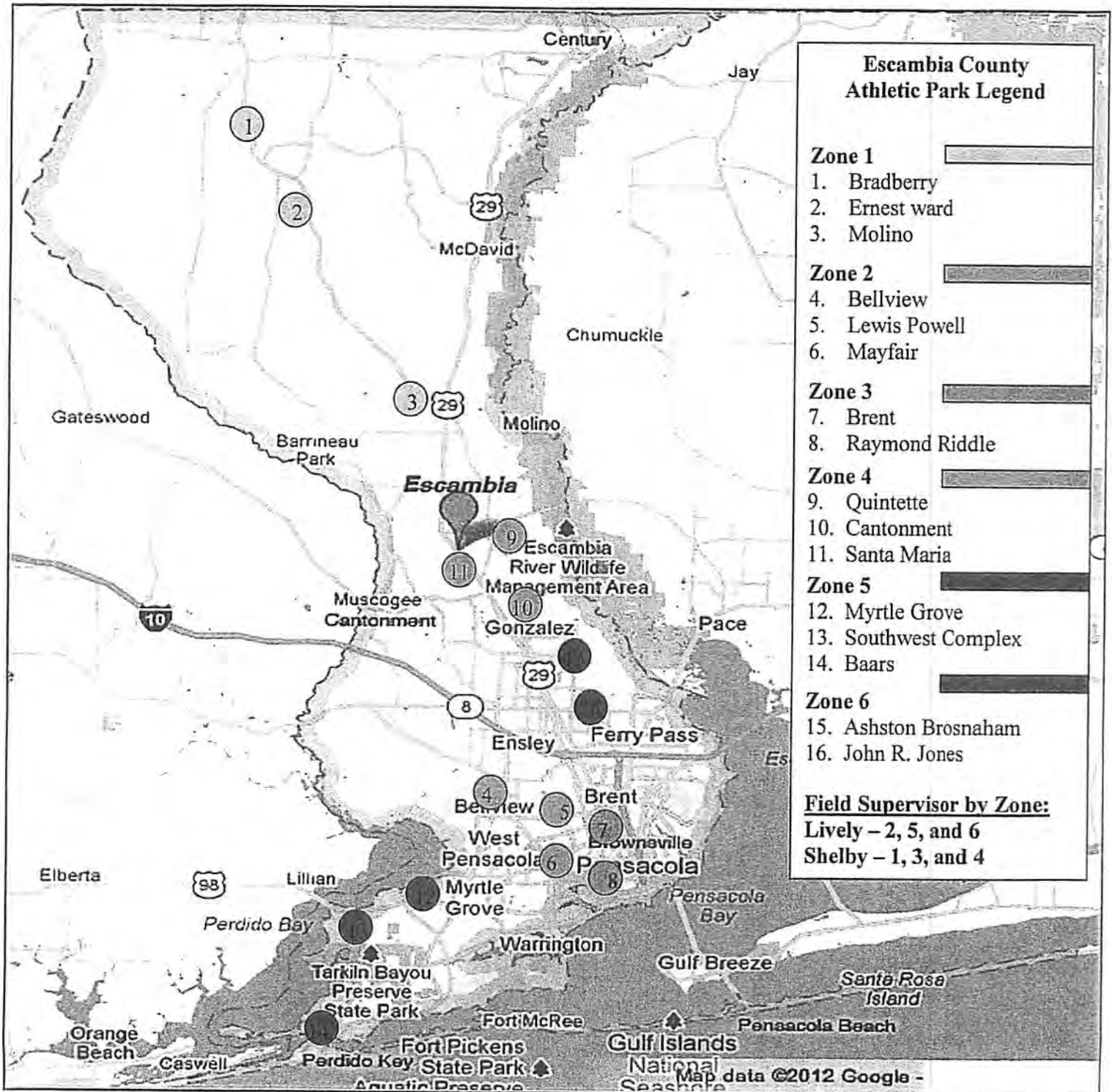
1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Claudia Simmons, CPPO
P.O. Box 1591
Pensacola, FL 32591-1591
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.

ESCAMBIA COUNTY ATHLETIC PARKS MOWING 2014





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BRADBERRY

ATHLETIC PARK DEMOGRAPHICS

Zone 1

Address: 4760 Highway 99A
Molino, FL 32577

Total Acres: 7

Description:

- ▶ **Located in Walnut Hill on Hwy 99A next to Ernest Ward School**
- ▶ **Five baseball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ERNEST WARD ATHLETIC PARK DEMOGRAPHICS

Zone 1

**Address: 7650 Highway 97
McDavid, FL 32568**

Total Acres: 2

Description:

- ▶ **Located in Walnut Hill at intersection of Hwy 97 and Hwy 99A**
- ▶ **Football field and common area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MOLINO

ATHLETIC PARK DEMOGRAPHICS

Zone 1

Address: 2320 Crabtree Church Rd.
Molino, FL 32577

Total Acres: 12

Description:

- ▶ **Five baseball and softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BELLVIEW PARK

ATHLETIC PARK DEMOGRAPHICS

Zone 2

Address: 2750 Longleaf Dr.
Pensacola, FL 32526

Total Acres: 20

Description:

- ▶ **Nine baseball and softball fields, a game football field and a practice football field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

LEWIS POWELL

ATHLETIC PARK DEMOGRAPHICS

Zone 2

**Address: 7000 Rolling Hills Rd.
Pensacola, FL 32505**

Total Acres: 2

Description:

- ▶ **One youth baseball field and one softball field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MAYFAIR

ATHLETIC PARK DEMOGRAPHICS

Zone 2

Address: 50 S. Garfield
Pensacola, FL 32505

Total Acres: 5

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BRENT

ATHLETIC PARK DEMOGRAPHICS

Zone 3

Address: 4711 N. "W" Street
Pensacola, FL 32505

Total Acres: 30

Description:

- ▶ **12 baseball fields, a football field, and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

RAYMOND RIDDLE

ATHLETIC PARK DEMOGRAPHICS

Zone 3

Address: 1704 N. "W" St.
Pensacola, FL 32505

Total Acres: 8

Description:

- ▶ **Five baseball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

QUINTETTE

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 2490 Quintette Lane
Cantonment, FL 32533

Total Acres: 4

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

CANTONMENT

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 681 Well Line Rd.
Cantonment, FL 32533

Total Acres: 30

Description:

- ▶ **12 baseball and softball fields, one football game field and one football practice field**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

SANTA MARIA

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 199 Madrid Rd.
Cantonment, FL 32533

Total Acres: 3

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MYRTLE GROVE ATHLETIC PARK DEMOGRAPHICS

Zone 5

**Address: 99 N. 61st Avenue
Pensacola, FL 32506**

Total Acres: 17

Description:

- ▶ **Nine baseball and softball fields, football field, and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

SOUTHWEST COMPLEX

ATHLETIC PARK DEMOGRAPHICS

Zone 5

Address: 2020 Bauer Rd.
Pensacola, FL 32506

Total Acres: 217

Description:

- ▶ **A 17- field athletic complex is comprised of Baseball, Softball, Soccer, and Football fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BAARS FIELD

ATHLETIC PARK DEMOGRAPHICS

Zone 5

Address: 13001 Sorrento Rd.
Pensacola, FL 32507

Total Acres: 8

Description:

- ▶ **Two youth tee-ball fields, a softball field, youth baseball field and senior league baseball field and common areas.**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BROSNAHAM ATHLETIC PARK

ATHLETIC PARK DEMOGRAPHICS

Zone 6

Address: 10370 Ashston Brosnaham
Pensacola, FL 32534

Total Acres: 110

Description:

- ▶ **10 Soccer fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

JOHN R. JONES, JR.

ATHLETIC PARK DEMOGRAPHICS

Zone 6

Address: 555 E. Nine Mile Rd.
Pensacola, FL 32514

Total Acres: 63

Description:

- ▶ **12 Youth baseball fields and a football field and common areas**

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Mowing Specifications

**ESCAMBIA COUNTY
PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
MOWING SPECIFICATIONS**

**Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32501**

1) **General Conditions:** The following general conditions will apply to all areas.

- a) **Trash Removal Prior to Mowing.** Contractor will be responsible for policing the area to be mowed and remove any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the parks or grounds area.
- b) **Cleanup.** The Contractor is responsible for the cleanup of any trash cut by mowers as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas within the park. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.
- c) **Damage Repair.** Contractor will be responsible for repairing, at Contractors expense, any damage to any of the existing structures and facilities determined to be caused by the Contractor in the process of mowing the grounds, this includes sprinkler heads.
- d) **Keys and Locks.** Contractor will be provided with keys to all locks on gates and other entrance areas to parks, grounds and areas to be mowed by Escambia County. To prevent unauthorized access in specific areas gates shall be locked by the Contractor prior to leaving the property. Locks and/or chains left unsecured will be paid for by Contractor.
- e) **Insurance Requirements.** See Special Terms and Conditions, page 18, #23 and #23.01.
- f) **License and Certification Requirements:** Contractor will have required license and certifications as required by State law.
- g) **Reports and Follow-up.** Contractor will provide a weekly report to the Escambia County Parks and Recreation Department personnel on the previous week's activities and the next weeks planned schedule. Reports shall be faxed to 475-5224, hand-delivered or mailed to the Parks and Recreation Department at 1651 E. Nine Mile Road, Pensacola, FL 32514. At the discretion of the Contract Management Supervisor during any point in the term of the contract, the reporting may be reduced to once every two weeks or once per month, depending upon the activity and/or schedule with the Contractor.
- h) **NPDES Reporting.** Contractor will provide weekly report to Parks and Recreation Department on previous week activities and denote all maintenance on drainage systems (holding ponds, drainage swale, etc.) in accordance with the requirements for NPDES Reporting.

i) **Limitations.** At the discretion of the Contract Management Supervisor, a Contractor may be awarded no more than any one of the five groups: Zone 1, Zone 2, Zone 3, Zone 4, and Zone 5.

2) **Mowing Frequency.** Mowing will be performed once every seven days, depending on the mowing frequency schedule. Premature mowing or billing will not be allowed. See "Frequency" paragraphs in Section 3 for the specific mowing cycle for each area. **Special Note: Mowing frequencies can be increased or decreased due to climatic weather or other special factors as determined by the Contract Management Supervisor.**

3) **Specifications by Type.**

a) **Game Surface Areas, Athletic Fields, and Common Areas).**

These areas are generally Bermuda or Centipede turf areas and will be maintained at a high level of maintenance during the playing season in order to promote improved playability among the users. **High speed rotary mowers will be required for this type mowing.** The following specifications will apply to mowing areas:

i) **Frequency:** Once per week (a minimum of 6 days, maximum of 8 days) during the warm season; as needed during cool seasons, only on over-seeded fields.

ii) **Type of Mower:** High speed rotary mower.

iii) **Cutting Height:** Maximum two-inches for Centipede and Bahiagrass, 1.5-inches for Bermuda, minimum dependant upon type of grass and Parks and Recreation Staff preference. **Anti-scalp rollers must be in place on mower decks.** No more than 1/3 of the grass height shall be cut off at any one mowing.

iv) **Edging and Trimming:** Maximum two-inches, minimum one-inch height or equal to the mowing if using a string or blade trimmer. ***All paved surfaces/grass areas shall be trimmed at each mowing. Failure to do so will cause forfeiture of payment for that facility.***

v) **Fence Lines:** Chemical treatment (Round-Up) shall be applied to no greater than six-inches either side of the fence or adjacent to other structures such a light poles, buildings, etc. ***Chemical treatment (Round-Up) shall be applied three (3) times per year: April, June, and September (cost to be entered as a separate item on price sheet).***

vi) **Direction of Mowing:** On baseball fields with grass infields, the direction of mowing shall be such as to not allow grass trimmings to fall on the infield dirt surfaces. This is true also for softball fields with skinned infields. Alteration of mowing direction should be done as good mowing practice. Contractor is responsible for blowing grass clippings off of sidewalks, parking areas, playgrounds or any other areas that require a neat appearance. ***Failure to do so will cause forfeiture of payment for that facility.***

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Vendor Information

All new vendors doing business with Escambia County BOCC must complete and submit a New Vendor Packet that consists of the following documents:

- Vendor/Payee Taxpayer's Identification Number/Entity Type Form
- W-9 Form

The completed vendor packet must be faxed or e-mailed to Tammara Johnson at 850.475.5224 or Tammara_Johnson@myescambia.com. Upon receipt, you and/or your company will be set up as a vendor with Escambia County BOCC.

****If awarded bid for Escambia County BOCC property that is located on or near Escambia County School Board property fingerprinting and badges are required.**

NOTE: Escambia County School District does not accept security credentials or fingerprint results of any other school district.

Contractual personnel include owners, employees, and/or agents of any vendor, organization, or entity under contract to conduct business with the School Board of Escambia County, including sub-contractual personnel.

Contractual personnel must meet the Level 2 screening if they:

- Are permitted access on school grounds when students have the potential to be present
- Have potential or direct contact with students
- Have access to or control of school funds

For questions regarding the fingerprinting process, please call (850).439.2641 or (850).430.7450

REMIT INVOICES TO:

- U.S. Mail Escambia County Parks & Recreation Department
 Attention: Tammara Johnson – Accounts Payable
 1651 E. Nine Mile Road, Pensacola, FL 32514

~OR~

- Email Tammara_Johnson@myescambia.com
- Office 850.475.5220
- Direct Line 850.475.5565
- Fax 850.475.5224

We would like to offer your business an option to receive ACH deposit. This option would provide almost immediate access to expected funds through your banking establishment. If this is an option you are interested in, please complete the Vendor ACH Authorization Agreement form. If you have any questions, feel free to direct them to the Clerk's office representative as stated in the Pam Childers Clerk of the Circuit Court and Comptroller, Escambia memorandum.

Invoicing questions, please direct them to me via email or phone using the information provided above. Thanks in advance for your continued support and I look forward to a positive and professional relationship. We appreciate your business!!

When submitting invoice's please include the following:

- Submittal preferred on business letterhead
- Legible invoice number
- Date of invoice
- Purchase Order Number, once provided
- Date(s) services were rendered per location

Please provide name and contact information for the individual who will be directly responsible for preparing your companies invoices to Tammara Johnson.

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITHIN 10 DAYS TO:
ESCAMBIA COUNTY CLERK OF CIRCUIT COURT
ACCOUNTS PAYABLE
221 PALAFOX PLACE SUITE 140
PENSACOLA, FL 32502

1. IF YOU ARE AN INDIVIDUAL OR NONCORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's
Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:
_____ DOES OPERATE IN CORPORATE FORM.

(Corporate Name)

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

Dear Vendor:

The Escambia County Clerk and Comptroller is pleased to offer the option for Escambia County Board of County Commissioners' vendors to receive payment of invoices via ACH funds transfer. Instead of receiving a paper check through the mail, a deposit will be made directly to your authorized bank account. Going paperless is an easy way to gain efficiencies and convenience for your office including more immediate access to your cash. There will be no more checks lost in the mail, no waiting in bank lines to deposit your check, and no waiting for the check to clear the bank. Switching from paper checks benefits the environment too.

When a payment is processed, an email will be sent from AccountsPayable@EscambiaClerk.com to the email address you provide on the ACH authorization form. The email will include an attachment of a remittance advice containing the same detailed information currently on a check stub. Please ensure that you include an email address on the authorization form, otherwise no remittance information will be sent.

To participate in the ACH payment method, all an authorized officer for your company needs to do is complete and return the enclosed Vendor ACH Authorization Agreement. If you have any questions regarding this information, please email istanley@escambiaclerk.com or contact Judy-Ann Stanley at 850.595.4844.

Sincerely,

Pam Childers
Clerk of the Circuit Court and Comptroller

PC/js

Escambia County Board of County Commissioners
Vendor ACH Authorization Agreement

*Upon completing this form, submit the signed original to the Clerk of Circuit Court
and Comptroller, Finance Department, 221 Palafox Place, Suite 140, Pensacola, FL 32502.
If you have questions, please contact Accounts Payable at 850.595.4841.*

ACH Account (Please Check One Option)		
New Agreement <input type="checkbox"/>	Change to Current Agreement <input type="checkbox"/>	Cancel ACH <input type="checkbox"/>

Vendor Information	
Vendor Number:	
Vendor Name:	
Street Address:	
City, State, Zip:	
e-mail for Remittance Advice:	

Vendor Contact Information	
Name:	
e-mail Address:	
Phone Number:	

Financial Institution Information	
Account Type:	<input type="checkbox"/> Checking
Name of Financial Institution:	
Phone Number:	
Bank Routing Number (max 15 digits):	
Account Number:	

Vendor Agreement: I, the undersigned, hereby authorize and request the Escambia County Clerk of Circuit Court and Comptroller's ("Clerk") Office to initiate credit entries, and if necessary, a debit entry in accordance with NACHA rules reversing a credit entry made in error, to my account at the above-named financial institution. This ACH is to remain in effect until changed by: (a) an officer of the vendor; (b) the vendor's legal representative; (c) the above-named financial institution; or (d) the Clerk's Office. Any change must be in writing and must be transmitted in a timely manner for any change to take effect. An ACH Remittance Advice will be emailed to my remittance email when a deposit occurs. If no email address is provided, I understand that no remittance information will be sent. The Clerk's Office will not be responsible for any loss that arises solely by reason of error, mistake, or fraud regarding information provided on this form.

Note: Please make sure you notify the Clerk's Office prior to closing your account. If a change to your bank account occurs without the Clerk's Office receiving prior written authorization, a delay of funds may occur (up to 10 business days).

Signature of Company Official

Date

Printed Name

Title

For Internal Clerk's Office use only:

Verified by Clerk's Accounts Payable:

Clerk's Accounts Payable

BID FORM

Specification Number PD13-14.008

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 5

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 12-19-2013

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 5 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Name	Address	City	Acreage	Times Cut/Year	Cost Per Mowing	Extended Amount
Myrtle Grove	99 N. 61 st Avenue	Pensacola	17	40	\$ <u>412.50</u>	\$ <u>16,500.00</u>
Southwest Complex	2020 Bauer Rd	Pensacola	217	40	\$ <u>1,000.00</u>	\$ <u>40,000.00</u>
Baars	13001 Sorrento Rd	Pensacola	8	40	\$ <u>262.50</u>	\$ <u>10,500.00</u>

Total for Zone 5 \$ 67,000.00

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. N/A Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: Jeremy J. Payne

Signature: Jeremy J. Payne

Title: Business Manager

Address: 8917 Burning Tree Rd. Pensacola, FL 32514

State of Florida Department of State Certificate of Authority
Document Number L13000056799

Occupational License No. 205997

Person to contact concerning this bid:

Jeremy Payne
Phone/Toll Free/Fax # 850-261-1170



SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS, CPPO

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBLIA COUNTY FLORIDA

Invitation to Bid

PD 13-14.008

ESCAMBLIA COUNTY

FLORIDA GROUNDS MOWING AND

TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: November 18, 2013

PRE-BID CONFERENCE: Tuesday, December 10, 2013 9:00am CST and Wednesday, December 11, 2013 3:00pm CST

Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida 32505

OFFERS WILL BE RECEIVED BY 3:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON MONDAY, DECEMBER 16, 2013 AND ENDING WITH ZONE 6 ON MONDAY, DECEMBER 23, 2013

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

46-2582181

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Emerald Coast Grass Co. LLC

ADDRESS: 8917 Bureaux Tree Rd

CITY, ST. & ZIP: Pensacola FL 32514

PHONE NO.: (850) 261-1170

TOLL FREE NO.: ()

FAX NO.: (850) 332-5310

TERMS OF PAYMENT:

Full Net 30 days

REASON FOR NO OFFER:

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 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 in any 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 assignments shall be made and become effective at the time the County makes final award to the offeror.

Jeremy J. Payne Business Manager
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Signature
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

BID FORM

Specification Number PD13-14.008

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 5

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 12-19-2013

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 5 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Name	Address	City	Acreage	Times Cnt/Year	Cost Per Mowing	Extended Amount
Myrtle Grove	99 N. 61 st Avenue	Pensacola	17	40	\$ <u>412.50</u>	\$ <u>16,500⁰⁰</u>
Southwest Complex	2020 Bauer Rd	Pensacola	217	40	\$ <u>1,000⁰⁰</u>	\$ <u>40,000⁰⁰</u>
Bears	13001 Sorrento Rd	Pensacola	8	40	\$ <u>262.50</u>	\$ <u>10,500⁰⁰</u>

Total for Zone 5 \$ 67,000⁰⁰

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. N/A Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: Jeremy J. Payne

Signature: Jeremy J. Payne

Title: Business Manager

Address: 8917 Burning Tree Rd. Pensacola, FL 32514

State of Florida Department of State Certificate of Authority
Document Number L13000056799

Occupational License No. 205997

Person to contact concerning this bid:

Jeremy Payne
Phone/Toll Free/Fax # 850-261-1170

Qualifications for Emerald Coast Grass Company LLC

Let us introduce ourselves! My name is Jeremy Payne and together with my wife Gena, own Emerald Coast Grass Company, LLC. I started my career in landscaping and turf management in 1996 when I was hired by the City of Brentwood TN Parks and Recreation Dept. I worked for 2 ½ years under the direct supervision of two degreed horticulturalists while maintaining some 80+ acres of baseball, football, softball and soccer fields as well as common areas. We, as a team, won National Recreational Football Field of the Year one of the years I worked there. I have worked since then in many different facets of turf management. My last tour, before starting our own business, was with Cypress Landscape Management of Jacksonville, FL. I was the Regional Manager and I oversaw 35 employees at 5 different military bases. We had a 3 year contract to mow all base housing at NAS Pensacola, Gulfport CB base, NAS Meridian (MS), Tyndall AFB and NSA Panama City. In Pensacola we cut 864 residential units weekly including the Admirals residence, so you can see that large projects are not a problem.

We are currently mowing the baseball, football, softball fields and associated common areas for Perdido Bay Youth Sports Association at the Southwest Sportplex. We gained this property in October of this year through Craig Dalton-President of PBYSA.

Currently we are providing full landscape maintenance for Ashley Plantation HOA on Quintette Rd. in Santa Rosa County for Dan Gilmore (Developer) and Centre Group Properties (Property Management). We started this project in November of this year.

Other properties include:

Tennis Oasis Condominiums- Gerry Day and Centre Group Properties

Extended Stay America Hotel- Mike Kane- General Manager

Autumn Meadows HOA- Centre Group Properties

Various other residential and commercial properties

We currently have a 4000 square foot lot near the corner of Creighton Rd and 9th Ave. We run all Toro brand zero turn, large cutting width mowers in 2012 models and newer. All of our handheld equipment is made by Stihl. Chevrolet trucks get us where we need to be!

Employees considered for this bid are:

Jeremy Payne- Business Manager

Patrick Walsh- Supervisor

Barry Kirkland- Laborer

Pat Bradshaw- Laborer



PERDIDO BAY YOUTH SPORTS ASSOCIATION

December 15, 2013

To Whom it May Concern:

It is with great pleasure that I recommend Emerald Coast Grass Co., LLC, for property and lawn management , as well as landscaping and irrigation.

Mr. Jeremy Payne, owner and general manager of Emerald Coast Grass, has been more than satisfactory in his commitment to managing our playing fields and common areas at the Southwest Escambia Sports Complex. Mr. Payne's knowledge and dedication to ensuring our park maintains a first class appearance has garnered high praises from our sports directors.

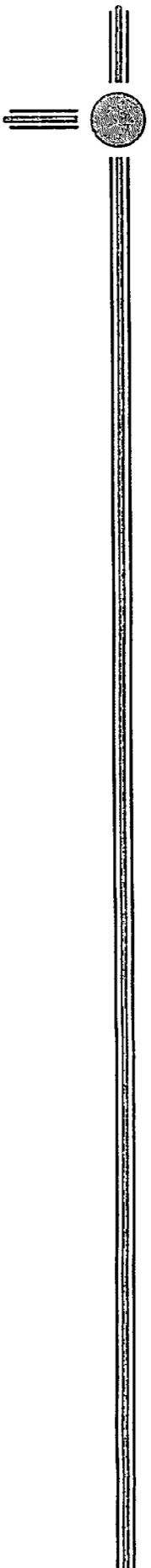
With that said, Perdido Bay Youth Sports Association recommends that his services continue at our park. We believe you will be more than satisfied with the work ethic and dependability of his company as well as the quality of their services.

Sincerely,

Craig Dalton

President

Perdido Bay Youth Sports Association



CENTRE GROUP PROPERTIES, INC.

(850) 484-2684

4400 Bayou Boulevard • Suite 35 • Pensacola, Florida 32503 • Fax (850) 474-3551

December 14, 2013

RE: Emerald Coast Grass Company LLC

To Whom It May Concern

I have worked off and on with Jeremy Payne on various properties throughout Escambia and Santa Rosa Counties for more than 15 years. The properties varied from small entrance areas for homeowner associations, residential properties and large upscale private communities.

Emerald Coast Grass Company, LLC (ECGC) provides prompt and professional service. When a request is made to address issues not of the norm ECGC, gladly take on the challenge.

ECGC has recently taken over a large project in which was in need of extensive detail cleaning, pruning and planting. The project is quickly become the show case the developers envisioned.

I wish Jeremy Payne and Emerald Coast Grass Company, LLC. Only the best and look forward to a utilizing them in the future.

Sincerely,



Tina Longwell
Broker/Community Assoc. Manager



<p align="center">STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL</p>	
<p>Date July 24, 2013</p>	<p>File No. LC206867</p>
<p>Expires July 31, 2014</p>	
<p>THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2014</p>	
<p>JEREMY JOEL PAYNE 8917 BURNING TREE RD PENSACOLA, FL 32514</p>	
<p><i>Adam H. Putnam</i> ADAM H. PUTNAM, COMMISSIONER</p>	

<p align="center">STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL</p>	
<p>JEREMY JOEL PAYNE</p>	
<p>COMMERCIAL LANDSCAPE MAINT. HOLDER LC206867</p>	
<p>HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING July 31, 2014</p>	
<p align="center"><i>Adam H. Putnam</i> COMMISSIONER</p>	<p align="center">Signature</p>

Valid Card - Put Here

BUREAU OF ENTOMOLOGY & PEST CONTROL.
3125 CONNER BLVD, SUITE N
TALLAHASSEE, FLORIDA 32399-1650

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County
(print name of the public entity)
by Jeremy Payne - Business Manager
(print individual's name and title)
for Emerald Coast Grass Co. LLC
(print name of entity submitting sworn statement)

whose business address is

8917 Burning Tree Rd. Pensacola, FL 32514

and (if applicable) its Federal Employer Identification Number (FEIN) is:

46-2582181

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(signature)

Sworn to and subscribed before me this 13th day of December, 2013

Personally known _____

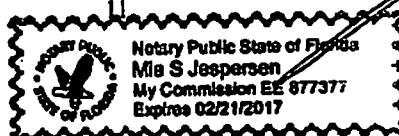
OR produced identification FL DL

Notary Public - State of Florida

PS00430740510
(Type of identification)

My commission expires 02/21/2013

(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
Emerald Coast Glass Co. LLC 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.

[Signature]
Offeror's Signature
12-19-13
Date

Janet Holley, CFC

ESCAMBIA COUNTY TAX COLLECTOR

Post Office Box 1312

Pensacola, FL 32591

Phone: 850-438-6500

Email: ectc@escambiat taxp collector.com

Web: www.escambiat taxp collector.com

County Tax Collector

09/26/2013 Time: 10:56:47

Page: 107

Page: 107

Payment

PAID

PAID-205997.0001

26.25

26.25

26.25

26.25

EMERALD COAST GRASS CO

License is a Matter of Public

Record

For more information, please

INFORMATION ABOUT BUSINESS TAX RECEIPT

This tax receipt to be displayed conspicuously at the place of business so that it can be open to the view of the public and subject to inspection by officers of the County.

A business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and any other lawful authority.

All business tax receipts expire September 30 of each year.

Contact our office by phone at (850) 438-6500, ext. 3252 or by email at ectc@escambiat taxp collector.com if any of the following changes occur with your business:

- Ownership
- Location
- Name

Note: If your business is closing, an application for a Going Out of Business Permit may be required, along with the surrender of your original business tax receipt and payment of any outstanding tangible tax liability for the business.

Rev. 06/12

INFORMATION ONLY: REMOVE OR FOLD BEHIND BEFORE DISPLAYING RECEIPT

BUSINESS TAX RECEIPT ESCAMBIA COUNTY, FL

THIS BUSINESS TAX RECEIPT EXPIRES
September 30, 2014

THE ISSUANCE OF THIS RECEIPT
DOES NOT ENSURE COMPETENCY

JANET HOLLEY, CFC
Tax Collector

2013 - 2014

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN
THE BUSINESS, PROFESSION, OR OCCUPATION OF

LANDSCAPING/TREE SURGERY
8917 BURNING TREE RD

EMERALD COAST GRASS COMPANY LLC

8917 BURNING TREE RD
PENSACOLA, FL 32514

PAID-205997.0001-0001 307 09/26/2013 26.25

ACCT NO 681181 CREDIT TYPE 030130 TOTAL 26.25

This business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

OWNER: PAYNE GENA

Certified Copy

I certify the attached is a true and correct copy of the Articles of Organization of EMERALD COAST GRASS COMPANY, LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on April 18, 2013 effective April 17, 2013, as shown by the records of this office

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L13000056799.

Authentication Code: 130418092843-000246937720#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Eighteenth day of April, 2013



Ken Detzner
Ken Detzner
Secretary of State

**AGREEMENT RELATING TO GROUNDS MOWING
AND TRIMMING FOR ATHLETIC PARKS PD13-14.008**

This Agreement is made and entered into this ____ day of _____, 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Wallace Sprinkler & Supply, Inc., a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-1756060, and whose principal address is 3607 Andrew Avenue, Pensacola, Florida 32505.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking contractor's to perform grounds mowing and trimming services for 16 County owned athletic parks, subdivided into 6 geographic zones within Escambia County (PD 13-14.008); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services for those athletic parks located within the zone as described herein; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence as of the effective date and continue for a term of one (1) year with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Park Properties.** The County Athletic Park Properties that are the subject of this Agreement shall include the following:

Zone 6

Name	Brosnaham Park
Address	10370 Ashston Brosnaham, Pensacola, FL
Description	110 Acres; 40 Cuts/Year

Name	John R. Jones
Address	555 E. Nine Mile Road, Pensacola, FL
Description	20 Acres; 40 Cuts/Year

4. Scope of Work. Contractor agrees to perform grounds mowing and trimming services for the park properties identified herein in accordance with the scope of work and corresponding specifications as outlined in Escambia County's Invitation to Bidders for Parks and Recreation Grounds Mowing and Trimming for Athletic Parks, Specification No. P.D. 13-14.008, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
5. Compensation. In exchange for Contractor's provision of the services referenced above, County shall pay Contractor in accordance with the Bid Form, dated December 13, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".
6. Purchase Orders. The County shall issue written purchase orders on an annual basis. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.
7. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.
8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.
9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 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. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to 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.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. 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.

12. 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: Wallace Sprinkler & Supply, Inc.
Attention: Jacob H. Knight
3607 Andrew Avenue
Pensacola, Florida 32505

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, 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.

13. 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.

14. 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 Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. 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.

16. 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, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. 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.

18. 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.

19. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal
sufficiency

By/Title: _____
Date: 11/13/14

CONTRACTOR: WALLACE SPRINKLER &
SUPPLY, INC.

ATTEST:

By: _____
Victor S. Wallace, Vice President

By: _____
Corporate Secretary

Date: _____

(SEAL)

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION GROUNDS MOWING AND TRIMMING
FOR ATHLETIC PARKS
SPECIFICATION PD 13-14.008**

• **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 FOR 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 ORIGINAL SIGNATURE
- BID FORM WITH ORIGINAL SIGNATURE
- QUALIFICATIONS STATEMENT

THIS BID CONTAINS SIX (6) BID FORMS AND IS BASED ON GROUNDS MOWING AND TRIMMING FOR 6 SPECIFIC ZONES AS IDENTIFIED IN THE BID DOCUMENTS. BIDS WILL BE RECEIVED FOR EACH ZONE SEPARATELY AND AT SPECIFIED DATES AND TIMES BY ZONES 1 THROUGH 6. BIDS MUST BE SUBMITTED PER THE INSTRUCTIONS CONTAINED HEREIN. BIDS NOT IN COMPLIANCE WITH BID INSTRUCTIONS WILL NOT BE ACCEPTED.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- 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?

- **MANDATORY PRE BID MEETING:**
PLEASE NOTE THAT THIS BID CONTAINS A REQUIREMENT TO ATTEND ONE OF THE TWO PRE-BID MEETINGS. ATTENDANCE IS MANDATORY FOR ALL BIDDERS.

• **PRE-BID MEETINGS SCHEDULED AS FOLLOWS:**

MANDATORY PRE-BID CONFERENCE WILL BE HELD AT THE ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX – 3363 WEST PARK PLACE, ROOM 104, PENSACOLA, FLORIDA 32505.
BIDDERS MUST ATTEND ONE OF THE FOLLOWING:

DATE: TUESDAY, DECEMBER 10, 2013
TIME: 9:00 AM CST

DATE: WEDNESDAY, DECEMBER 11, 2013
TIME: 3:30 PM CST

BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO WERE NOT IN ATTENDANCE AT ONE OF THE PRE-BID MEETINGS

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR

DO NOT



YOUR BID

**ESCAMBIA COUNTY
FLORIDA
INVITATION TO BID**

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING**

SPECIFICATION NUMBER PD 13-14.008

BIDS FOR ZONE 1 WILL BE RECEIVED UNTIL: 3:00 p.m., CST Monday, December 16, 2013

BIDS FOR ZONE 2 WILL BE RECEIVED UNTIL 3:00 pm CST Tuesday, December 17, 2013

BIDS FOR ZONE 3 WILL BE RECEIVED UNTIL 3:00 pm Wednesday, December 18, 2013

BIDS FOR ZONE 4 WILL BE RECEIVED UNTIL 3:00 pm Thursday, December 19, 2013

BIDS FOR ZONE 5 WILL BE RECEIVED UNTIL 3:00 pm Friday, December 20, 2013

BIDS FOR ZONE 6 WILL BE RECEIVED UNTIL 3:00 pm Monday, December 23, 2013

At the

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

Gene Valentino, Chairman
Lumon May, Vice Chairman
Stephen Barry
Grover Robinson, IV
Wilson Robertson

From:

**Claudia Simmons, CPPO
Purchasing Manager**

Procurement Assistance:

Claudia Simmons, CPPO
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805

Technical Assistance:

Michael Rhodes,
Department Director
Parks and Recreation
1651 E. Nine Mile Road
Pensacola, FL 32514
Tel: (850) 475-5220

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.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

(Revised 3/1/06)

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

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.

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
PD 13-14.008**

TABLE OF CONTENTS

**Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (** Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer and Award Form *	3
Bid Forms *	4-9
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	10
Drug Free Workplace Form **	12
Information Sheet for Transactions and Conveyances Corporation Identification **	13
List of General Terms and Conditions (Incorporated by Reference)	15
Special Terms and Conditions	17
Athletic Park Mowing Map and Park Description	
Mowing Specifications	
Grounds Mowing and Trimming Vendor Information	

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS, CPPO

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBLIA COUNTY FLORIDA

Invitation to Bid

PD 13-14.008

ESCAMBLIA COUNTY

**FLORIDA GROUNDS MOWING AND
TRIMMING FOR ATHLETIC PARKS**

SOLICITATION

MAILING DATE: November 18, 2013

PRE-BID CONFERENCE: Tuesday, December 10, 2013 9:00am CST and Wednesday, December 11, 2013 3:00pm CST

Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida 32505

OFFERS WILL BE RECEIVED BY 3:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON MONDAY, DECEMBER 16, 2016 AND ENDING WITH ZONE 6 ON MONDAY, DECEMBER 23, 2013

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

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 rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County makes 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)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

BID FORM

Specification Number **PD13-14.008**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 1

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 1** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bradberry	4760 Highway 99A	Molino	7	40	\$ _____	\$ _____
Ernest Ward	7650 Highway 97	McDavid	2	40	\$ _____	\$ _____
Molino	2320 Crabtree Church Rd.	Molino	12	40	\$ _____	\$ _____

Total for Zone 1 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 2

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 2** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bellview	2750 Longleaf Dr.	Pensacola	20	40	\$ _____	\$ _____
Lewis Powell	7000 Rolling Hills Rd.	Pensacola	2	40	\$ _____	\$ _____
Mayfair	50 S. Garfield	Pensacola	5	40	\$ _____	\$ _____

Total for Zone 2 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____
Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD13-14.008**
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 3

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 3** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brent	4711 N. "W" Street	Pensacola	30	40	\$ _____	\$ _____
Raymond Riddle	1704 N. "W" Street	Pensacola	8	40	\$ _____	\$ _____
Total for Zone 3						\$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid: _____

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 4

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 4** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Quintette	2490 Quintette Lane	Pensacola	4	40	\$ _____	\$ _____
Cantonment	681 Well Line Road	Cantonment	30	40	\$ _____	\$ _____
Santa Maria	199 Madrid Rd.	Pensacola	3	40	\$ _____	\$ _____

Total for Zone 4 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 5

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 5 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Myrtle Grove	99 N. 61 st Avenue	Pensacola	17	40	\$ _____	\$ _____
Southwest Complex	2020 Bauer Rd	Pensacola	217	40	\$ _____	\$ _____
Baars	13001 Sorrento Rd	Pensacola	8	40	\$ _____	\$ _____

Total for Zone 5 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD13-14.008
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 6

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 6 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost per Mowing</u>	<u>Extended Amount</u>
Brosnaham Park	10370 Ashston Brosnaham	Pensacola	110	40	\$ _____	\$ _____
John R. Jones	555 E. Nine Mile Rd	Pensacola	20	40	\$ _____	\$ _____
Total for Zone 6					\$ _____	

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

**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 THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20_____

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 page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
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: _____

(Revised 12/21/01)

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 vary 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.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE 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**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
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**

ESCAMBA 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 Auction Services**

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, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 13-14.008, ZONE NUMBER, 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.

Escambia County is seeking responsible contractors to perform mowing and trimming services at 16 Athletic Parks subdivided into 6 zones associated with maintaining the grounds according to County specifications and based on league specific requirements. The purpose of this solicitation is to obtain a contract for Grounds Mowing and Trimming for each zone and to obtain 6 different contractors to perform the services. No one contractor will be awarded a contract for multiple zones. The Parks and Recreation Department is the Administrator of the contracts and will direct the scheduling and timing of the work and review and inspect the work prior to approving payment requests. All contractors must be licensed to do business in Escambia County.

2. Procurement Questions

Procurement questions may be directed to Claudia Simmons, CPPO, Manager Office of Purchasing, TEL: (850)595-4987. Technical questions may be directed to Michael Rhodes, Director Parks and Recreation Department TEL: (850) 475-5220.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and six (6) Bid Forms. Bids will be received separately for each Zone at the specified date and time for each Zone. The Bid Form and the Offer and Award Form shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on other forms will not be accepted.

***Note: BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO DID NOT ATTEND ONE OF THE MANDATORY PRE-BID MEETINGS.**

(Revised 6/04)

4. Pre-Solicitation Conference

Mandatory Pre-Bid Conferences will be held at the Escambia County Central Office Complex, 3363 West Park Place in Conference Room #104 on Tuesday, December 10, 2013 at 9:00 am CST and on Wednesday, December 11, 2013 at 3:30pm CST. Attendance is required at one of the two meetings.

****Note All offerors must be present at one of the two meetings. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.**

5. **Inspection of Grounds**

It is the offer or's responsibility to become fully informed as to location and condition of the athletic fields and parks associated with this solicitation. Site location information in more detail will be provided at the mandatory pre-bid meetings.

6. **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.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Invoices are to be prepared bi-weekly and submitted per the instructions found in the Vendor Information Section of this document.

10. **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.

11. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and

(Revised 12/21/01)

the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that **NO CONTRACT** under this solicitation shall be formed between Escambia County and the awarded vendor until such time as the contract is executed by the last party to the transaction.

13. **Contract Term/Renewal/Termination**

- A. The contracts resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an annual basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

15. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for 12 month, price adjustments. Written request for price adjustment may be made every 12 months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

Fair Labor Standards Act Exemption

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

17. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.)

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

18. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

19. **Ordering**

The County will issue release (purchase) orders against the contract on an annual basis for the services listed on the bid form.

20. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
2. List of equipment and facilities available to do the work.
3. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

21. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal 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 requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

22. **Offer and Award per Zone**

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. This solicitation contains the opportunity to make offers on Ground Mowing and Trimming Services on all six (6) zones, however a contractor may only be awarded the contract for one zone. Offers will be accepted on one zone at a time. Offers will not be accepted from the bidder or bidders previously selected for an award of a zone. In the event that an offer is made and not accepted by the county, the offeror may continue to submit offers on zones yet to be awarded. In no event, may an offerer withdraw his winning bid in order to continue submit on other zones.

23. **Award**

Award of each of the six (6) contracts shall be made on an "all-or-none total" basis per zone. Each contract awarded from this solicitation will be made for a single zone. No contractor will be awarded contracts for more than one zone as represented in this solicitation.

24. **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.

25. **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 five (5) 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.

26. **As Specified**

All services performed shall meet the specifications herein. Services performed not as specified will be returned at no expense by Escambia County.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements contained herein with their insurance agents before submitting offers. Certificates of Insurance will be required prior to contract award.

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 within 24 hours 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 selected to be awarded the contract.

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.

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:

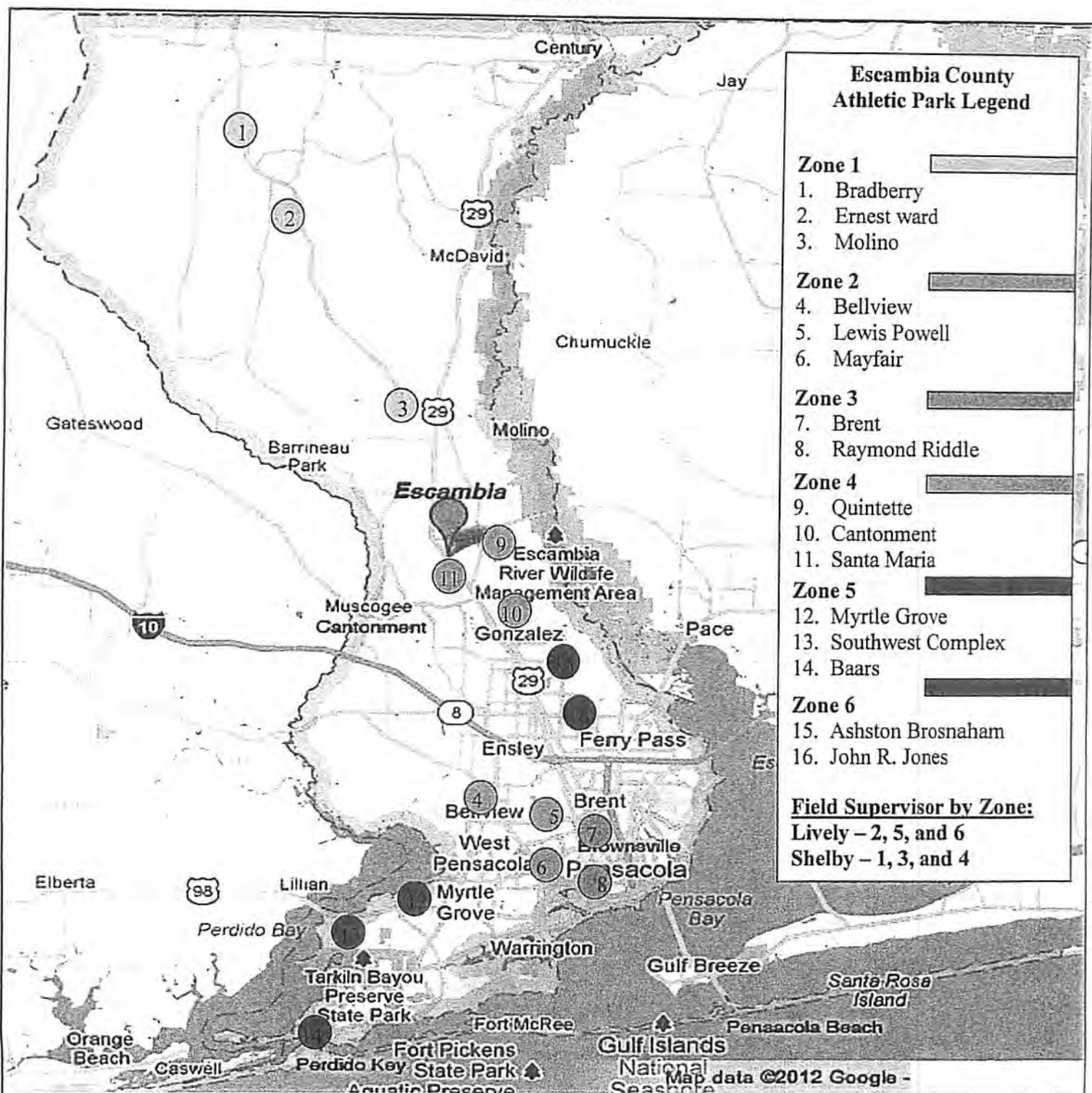
1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Claudia Simmons, CPPO
P.O. Box 1591
Pensacola, FL 32591-1591
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.

ESCAMBIA COUNTY ATHLETIC PARKS MOWING 2014





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BRADBERRY

ATHLETIC PARK DEMOGRAPHICS

Zone 1

Address: 4760 Highway 99A
Molino, FL 32577

Total Acres: 7

Description:

- ▶ **Located in Walnut Hill on Hwy 99A next to Ernest Ward School**
- ▶ **Five baseball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ERNEST WARD

ATHLETIC PARK DEMOGRAPHICS

Zone 1

Address: 7650 Highway 97
McDavid, FL 32568

Total Acres: 2

Description:

- ▶ **Located in Walnut Hill at intersection of Hwy 97 and Hwy 99A**
- ▶ **Football field and common area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MOLINO

ATHLETIC PARK DEMOGRAPHICS

Zone 1

Address: 2320 Crabtree Church Rd.
Molino, FL 32577

Total Acres: 12

Description:

- ▶ **Five baseball and softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BELLVIEW PARK

ATHLETIC PARK DEMOGRAPHICS

Zone 2

Address: 2750 Longleaf Dr.
Pensacola, FL 32526

Total Acres: 20

Description:

- ▶ **Nine baseball and softball fields, a game football field and a practice football field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

LEWIS POWELL

ATHLETIC PARK DEMOGRAPHICS

Zone 2

**Address: 7000 Rolling Hills Rd.
Pensacola, FL 32505**

Total Acres: 2

Description:

- ▶ **One youth baseball field and one softball field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MAYFAIR

ATHLETIC PARK DEMOGRAPHICS

Zone 2

Address: 50 S. Garfield
Pensacola, FL 32505

Total Acres: 5

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BRENT

ATHLETIC PARK DEMOGRAPHICS

Zone 3

Address: 4711 N. "W" Street
Pensacola, FL 32505

Total Acres: 30

Description:

- ▶ **12 baseball fields, a football field, and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

RAYMOND RIDDLE

ATHLETIC PARK DEMOGRAPHICS

Zone 3

Address: 1704 N. "W" St.
Pensacola, FL 32505

Total Acres: 8

Description:

- ▶ **Five baseball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

QUINTETTE

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 2490 Quintette Lane
Cantonment, FL 32533

Total Acres: 4

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

CANTONMENT

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 681 Well Line Rd.
Cantonment, FL 32533

Total Acres: 30

Description:

- ▶ **12 baseball and softball fields, one football game field and one football practice field**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

SANTA MARIA

ATHLETIC PARK DEMOGRAPHICS

Zone 4

Address: 199 Madrid Rd.
Cantonment, FL 32533

Total Acres: 3

Description:

- ▶ **Two softball fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

MYRTLE GROVE

ATHLETIC PARK DEMOGRAPHICS

Zone 5

Address: 99 N. 61st Avenue
Pensacola, FL 32506

Total Acres: 17

Description:

- ▶ **Nine baseball and softball fields, football field, and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

SOUTHWEST COMPLEX

ATHLETIC PARK DEMOGRAPHICS

Zone 5

Address: 2020 Bauer Rd.
Pensacola, FL 32506

Total Acres: 217

Description:

- ▶ **A 17- field athletic complex is comprised of Baseball, Softball, Soccer, and Football fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BAARS FIELD

ATHLETIC PARK DEMOGRAPHICS

Zone 5

Address: 13001 Sorrento Rd.
Pensacola, FL 32507

Total Acres: 8

Description:

- ▶ **Two youth tee-ball fields, a softball field, youth baseball field and senior league baseball field and common areas.**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

BROSNAHAM ATHLETIC PARK

ATHLETIC PARK DEMOGRAPHICS

Zone 6

Address: 10370 Ashston Brosnaham
Pensacola, FL 32534

Total Acres: 110

Description:

- ▶ **10 Soccer fields and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

JOHN R. JONES, JR.

ATHLETIC PARK DEMOGRAPHICS

Zone 6

Address: 555 E. Nine Mile Rd.
Pensacola, FL 32514

Total Acres: 63

Description:

- ▶ **12 Youth baseball fields and a football field and common areas**

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Mowing Specifications

**ESCAMBIA COUNTY
PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
MOWING SPECIFICATIONS**

**Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32501**

- 1) **General Conditions:** The following general conditions will apply to all areas.
- a) **Trash Removal Prior to Mowing.** Contractor will be responsible for policing the area to be mowed and remove any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the parks or grounds area.
 - b) **Cleanup.** The Contractor is responsible for the cleanup of any trash cut by mowers as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas within the park. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.
 - c) **Damage Repair.** Contractor will be responsible for repairing, at Contractors expense, any damage to any of the existing structures and facilities determined to be caused by the Contractor in the process of mowing the grounds, this includes sprinkler heads.
 - d) **Keys and Locks.** Contractor will be provided with keys to all locks on gates and other entrance areas to parks, grounds and areas to be mowed by Escambia County. To prevent unauthorized access in specific areas gates shall be locked by the Contractor prior to leaving the property. Locks and/or chains left unsecured will be paid for by Contractor.
 - e) **Insurance Requirements.** See Special Terms and Conditions, page 18, #23 and #23.01.
 - f) **License and Certification Requirements:** Contractor will have required license and certifications as required by State law.
 - g) **Reports and Follow-up.** Contractor will provide a weekly report to the Escambia County Parks and Recreation Department personnel on the previous week's activities and the next weeks planned schedule. Reports shall be faxed to 475-5224, hand-delivered or mailed to the Parks and Recreation Department at 1651 E. Nine Mile Road, Pensacola, FL 32514. At the discretion of the Contract Management Supervisor during any point in the term of the contract, the reporting may be reduced to once every two weeks or once per month, depending upon the activity and/or schedule with the Contractor.
 - h) **NPDES Reporting.** Contractor will provide weekly report to Parks and Recreation Department on previous week activities and denote all maintenance on drainage systems (holding ponds, drainage swale, etc.) in accordance with the requirements for NPDES Reporting.

- i) **Limitations.** At the discretion of the Contract Management Supervisor, a Contractor may be awarded no more than any one of the five groups: Zone 1, Zone 2, Zone 3, Zone 4, and Zone 5.
- 2) **Mowing Frequency.** Mowing will be performed once every seven days, depending on the mowing frequency schedule. Premature mowing or billing will not be allowed. See "Frequency" paragraphs in Section 3 for the specific mowing cycle for each area. **Special Note: Mowing frequencies can be increased or decreased due to climatic weather or other special factors as determined by the Contract Management Supervisor.**
- 3) **Specifications by Type.**
- a) **Game Surface Areas, Athletic Fields, and Common Areas.**
These areas are generally Bermuda or Centipede turf areas and will be maintained at a high level of maintenance during the playing season in order to promote improved playability among the users. **High speed rotary mowers will be required for this type mowing.** The following specifications will apply to mowing areas:
- i) **Frequency:** Once per week (a minimum of 6 days, maximum of 8 days) during the warm season; as needed during cool seasons, only on over-seeded fields.
- ii) **Type of Mower:** High speed rotary mower.
- iii) **Cutting Height:** Maximum two-inches for Centipede and Bahiagrass, 1.5-inches for Bermuda, minimum dependant upon type of grass and Parks and Recreation Staff preference. **Anti-scalp rollers must be in place on mower decks.** No more than 1/3 of the grass height shall be cut off at any one mowing.
- iv) **Edging and Trimming:** Maximum two-inches, minimum one-inch height or equal to the mowing if using a string or blade trimmer. ***All paved surfaces/grass areas shall be trimmed at each mowing. Failure to do so will cause forfeiture of payment for that facility.***
- v) **Fence Lines:** Chemical treatment (Round-Up) shall be applied to no greater than six-inches either side of the fence or adjacent to other structures such a light poles, buildings, etc. ***Chemical treatment (Round-Up) shall be applied three (3) times per year: April, June, and September (cost to be entered as a separate item on price sheet).***
- vi) **Direction of Mowing:** On baseball fields with grass infields, the direction of mowing shall be such as to not allow grass trimmings to fall on the infield dirt surfaces. This is true also for softball fields with skinned infields. Alteration of mowing direction should be done as good mowing practice. Contractor is responsible for blowing grass clippings off of sidewalks, parking areas, playgrounds or any other areas that require a neat appearance. ***Failure to do so will cause forfeiture of payment for that facility.***

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Vendor Information

All new vendors doing business with Escambia County BOCC must complete and submit a New Vendor Packet that consists of the following documents:

- Vendor/Payee Taxpayer's Identification Number/Entity Type Form
- W-9 Form

The completed vendor packet must be faxed or e-mailed to Tammara Johnson at 850.475.5224 or Tammara_Johnson@myescambia.com. Upon receipt, you and/or your company will be set up as a vendor with Escambia County BOCC.

****If awarded bid for Escambia County BOCC property that is located on or near Escambia County School Board property fingerprinting and badges are required.**

NOTE: Escambia County School District does not accept security credentials or fingerprint results of any other school district.

Contractual personnel include owners, employees, and/or agents of any vendor, organization, or entity under contract to conduct business with the School Board of Escambia County, including sub-contractual personnel.

Contractual personnel must meet the Level 2 screening if they:

- Are permitted access on school grounds when students have the potential to be present
- Have potential or direct contact with students
- Have access to or control of school funds

For questions regarding the fingerprinting process, please call (850).439.2641 or (850).430.7450

REMIT INVOICES TO:

- U.S. Mail Escambia County Parks & Recreation Department
 Attention: Tammara Johnson – Accounts Payable
 1651 E. Nine Mile Road, Pensacola, FL 32514

~OR~

- Email Tammara_Johnson@myescambia.com
- Office 850.475.5220
- Direct Line 850.475.5565
- Fax 850.475.5224

We would like to offer your business an option to receive ACH deposit. This option would provide almost immediate access to expected funds through your banking establishment. If this is an option you are interested in, please complete the Vendor ACH Authorization Agreement form. If you have any questions, feel free to direct them to the Clerk's office representative as stated in the Pam Childers Clerk of the Circuit Court and Comptroller, Escambia memorandum.

Invoicing questions, please direct them to me via email or phone using the information provided above. Thanks in advance for your continued support and I look forward to a positive and professional relationship. We appreciate your business!!

When submitting invoice's please include the following:

- Submittal preferred on business letterhead
- Legible invoice number
- Date of invoice
- Purchase Order Number, once provided
- Date(s) services were rendered per location

Please provide name and contact information for the individual who will be directly responsible for preparing your companies invoices to Tammara Johnson.

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITHIN 10 DAYS TO:
ESCAMBIA COUNTY CLERK OF CIRCUIT COURT
ACCOUNTS PAYABLE
221 PALAFOX PLACE SUITE 140
PENSACOLA, FL 32502

1. IF YOU ARE AN INDIVIDUAL OR NONCORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's
Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:
_____ DOES OPERATE IN CORPORATE FORM.

(Corporate Name)

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

Dear Vendor:

The Escambia County Clerk and Comptroller is pleased to offer the option for Escambia County Board of County Commissioners' vendors to receive payment of invoices via ACH funds transfer. Instead of receiving a paper check through the mail, a deposit will be made directly to your authorized bank account. Going paperless is an easy way to gain efficiencies and convenience for your office including more immediate access to your cash. There will be no more checks lost in the mail, no waiting in bank lines to deposit your check, and no waiting for the check to clear the bank. Switching from paper checks benefits the environment too.

When a payment is processed, an email will be sent from AccountsPayable@EscambiaClerk.com to the email address you provide on the ACH authorization form. The email will include an attachment of a remittance advice containing the same detailed information currently on a check stub. Please ensure that you include an email address on the authorization form, otherwise no remittance information will be sent.

To participate in the ACH payment method, all an authorized officer for your company needs to do is complete and return the enclosed Vendor ACH Authorization Agreement. If you have any questions regarding this information, please email istanley@escambiaclerk.com or contact Judy-Ann Stanley at 850.595.4844.

Sincerely,

Pam Childers
Clerk of the Circuit Court and Comptroller

PC/js

Escambia County Board of County Commissioners
Vendor ACH Authorization Agreement

*Upon completing this form, submit the signed original to the Clerk of Circuit Court
and Comptroller, Finance Department, 221 Palafox Place, Suite 140, Pensacola, FL 32502.
If you have questions, please contact Accounts Payable at 850.595.4841.*

ACH Account (Please Check One Option)		
New Agreement <input type="checkbox"/>	Change to Current Agreement <input type="checkbox"/>	Cancel ACH <input type="checkbox"/>

Vendor Information	
Vendor Number:	
Vendor Name:	
Street Address:	
City, State, Zip:	
e-mail for Remittance Advice:	

Vendor Contact Information	
Name:	
e-mail Address:	
Phone Number:	

Financial Institution Information	
Account Type:	<input type="checkbox"/> Checking
Name of Financial Institution:	
Phone Number:	
Bank Routing Number (max 15 digits):	
Account Number:	

Vendor Agreement: I, the undersigned, hereby authorize and request the Escambia County Clerk of Circuit Court and Comptroller's ("Clerk") Office to initiate credit entries, and if necessary, a debit entry in accordance with NACHA rules reversing a credit entry made in error, to my account at the above-named financial institution. This ACH is to remain in effect until changed by: (a) an officer of the vendor; (b) the vendor's legal representative; (c) the above-named financial institution; or (d) the Clerk's Office. Any change must be in writing and must be transmitted in a timely manner for any change to take effect. An ACH Remittance Advice will be emailed to my remittance email when a deposit occurs. If no email address is provided, I understand that no remittance information will be sent. The Clerk's Office will not be responsible for any loss that arises solely by reason of error, mistake, or fraud regarding information provided on this form.

Note: Please make sure you notify the Clerk's Office prior to closing your account. If a change to your bank account occurs without the Clerk's Office receiving prior written authorization, a delay of funds may occur (up to 10 business days).

Signature of Company Official

Date

Printed Name

Title

For Internal Clerk's Office use only:

Verified by Clerk's Accounts Payable:

Clerk's Accounts Payable

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS, CPPO

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBA COUNTY FLORIDA

Invitation to Bid

PD 13-14.008

ESCAMBIACOUNTY

FLORIDA GROUNDS MOWING AND
TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: November 18, 2013

PRE-BID CONFERENCE: Tuesday, December 10, 2013 9:00am CST and Wednesday, December 11, 2013 3:00pm CST

Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida 32505

OFFERS WILL BE RECEIVED BY 3:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON MONDAY, DECEMBER 16, 2016 AND ENDING WITH ZONE 6 ON MONDAY, DECEMBER 23, 2013

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-1756060

DELIVERY DATE WILL BE 10 DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: Wallace Company

ADDRESS: 3607 Andrew Ave.

CITY, ST. & ZIP: Pensacola FL 32505

PHONE NO.: (850) 434-1199

TOLL FREE NO.: ()

FAX NO.: (850) 434-1191

TERMS OF PAYMENT:

Net 30

REASON FOR NO OFFER:

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 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 assignments shall be made and become effective at the time the County requires for no money in the offer.

Jacob H. Knight (manager)
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

[Signature]
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.



BID FORM

Specification Number PD13-14.008

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 6

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 12/23/13

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD13-14.008 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 6 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost per Mowing</u>	<u>Extended Amount</u>
Brosnahan Park	10370 Ashston Brosnahan	Pensacola	110	40	\$ <u>1050.00</u>	\$ <u>42,000.00</u>
John R. Jones	555 E. Nine Mile Rd	Pensacola	20	40	\$ <u>380.00</u>	\$ <u>15,200.00</u>
Total for Zone 6						\$ <u>57,200.00</u>

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: Wallace Company

Signature: [Signature]

Title: Manager

Address: 3607 Andrew Ave

Pensacola FL. 32505

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. 180620
Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County
(print name of the public entity)
- by Jacob H. Knight (manager)
(print individual's name and title)
- for Wallace Company
(print name of entity submitting sworn statement)

whose business address is

3607 Andrew Ave. Panama FL 32505

and (if applicable) its Federal Employer Identification Number (FEIN) is:

59-1756060

(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)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

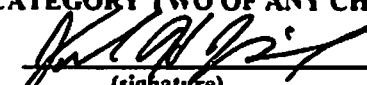
d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(signature)

Sworn to and subscribed before me this 19 day of December, 20 13

Personally known ☒

OR produced identification _____

Notary Public - State of Florida

My commission expires 5/23/15

(Type of identification)

Barbara Johnson
(Printed typed or stamped commissioned name of notary public)



Barbara Johnson
Florida Notary No. EE88728
Commission Expires 5/23/15

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that

Wallace Company 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.

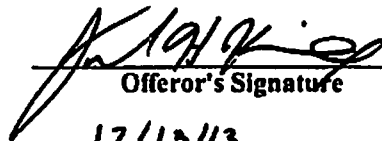
Check one:

☒

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

12/13/13
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: <u>Vic G. Wallace</u>	Secretary: _____
Vice President: <u>Victor S. Wallace</u>	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):

Wallace Sprinkler & Supply
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: 1313
City, State Zip: Gulf Breeze FL 32562
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 page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: 59-1756060
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Jacob H. Knight E-mail: Jacob@TheWallaceCompany.com
Telephone Number: 850-434-1199 Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

Victor S. Wallace
(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: _____

The Wallace Company



SPRINKLER & SUPPLY
Business Office Address
3607 Andrew Ave, Pensacola, Florida 32505
Business Mailing Address
P.O.Box 1313, Gulf Breeze, Florida 32562
Office 850-434-1199 Fax 850-434-1191
www.wallacehardscapes.com

Qualifications of The Wallace Company

The Wallace Company has been in the landscaping business since 1973. With over 40 full time employees, The Wallace Company has the most qualified employees to successfully complete landscape maintenance for Escambia County.

The Wallace Company is currently under contract with Perdido Bay Soccer Club for maintenance of the Southwest Sports Complex, as well as Helen Caro and Jim Bailey sports fields. The Wallace Company is also under contract with the City of Pensacola for Maritime Park and Admiral Mason Park.

The Wallace Company owns specialized large area turf mowing equipment.

Principle owners are Vic and Victor Wallace. Wallace Staff is highly trained and competent to perform Escambia County Work.

Serving the Escambia and Santa Rosa Communities for over 40 years



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5537

County Administrator's Report 15. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: 2251 North Palafox Chiller Replacement

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2251 North Palafox Chiller Replacement - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 13-14.014, for the 2251 North Palafox Chiller Replacement, to McNorton Mechanical Contractors, Inc., in the base bid amount of \$86,485, plus bid Alternate #1, in the amount of \$1,250, for a total contract award of \$87,735, and authorize the County Administrator to execute all related documents and Purchase Orders, for Owner Direct Purchases (ODP's), in the amount of \$50,000 or greater.

[Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56401]

BACKGROUND:

This project will remove the old inefficient air cooled chiller and associated piping and install a new high efficiency air-cooled chiller. This is an energy efficiency and capital infrastructure project that was budgeted for and funded in this fiscal year.

BUDGETARY IMPACT:

[Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56401]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts. This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: 2251 N. Palafox Chiller Replacement ITB#: PD 13-14.014						
NAME OF BIDDERS	Solicitation Offer & Award Cover Sheet	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Bid Bond Or Check	Acknowledgement of Addendums	BID TOTAL	Alt 1
Air Design Systems, Inc.	Y	Y	Y	Y	Y	Y	\$101,926	\$1,917
W.D. Rogers Mechanical Contractors	Non-Responsive							
McNorton Mechanical Contractors, Inc.	Y	Y	Y	Y	Y	Y	\$86,485	\$1,250
Prime Mechanical, Inc.	Y	Y	Y	Y	Y	Y	\$89,000	\$900
Comfort Systems USA (Southeast), Inc.	Y	Y	Y	Y	Y	Y	\$94,995	\$1,133
Peaden, LLC	Y	Y	Y	Y	Y	Y	\$97,100	\$1,310
BID S OPENED BY:	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator				DATE: January 15, 2014			
BIDS TABULATED BY:	Lori Kistler, Senior Office Support Assistant				DATE: January 15, 2014			
BIDS WITNESSED BY:	Lori Kistler, Senior Office Support Assistant				DATE: January 15, 2014			

CAR
DATE 2/6/2014

BOCC
DATE 2/6/2014

That the Board award a Contract to McNorton Mechanical Contractors, Inc. in the base bid amount of \$86,485 plus the alternate in the amount of \$1,250 for a total contract award amount of \$87,735. Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

JP
JP/lk

Posted 1/22/14 @ 3:30pm



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5642

County Administrator's Report 15. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: Contract Award for PD 13-14.005, Professional Services for Englewood Park & "L" Street Pond

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Professional Services for Englewood Park & "L" Street Pond - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign a Professional Services Contract to Fabre Engineering, Inc., d/b/a Fabre Engineering & Surveying, per the terms and conditions of PD 13-14.005, "Professional Services for Englewood Park & L St Pond," for a base amount of \$91,408.85, and optional services of \$13,752.25, for a total of \$105,161.10.

[Funding: Fund 352, "LOST III," Cost Center 350229, Object Code 56301, Project No. 14PR2583, \$36,806.38; Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project No. 14EN2683, \$68,354.72]

BACKGROUND:

Request for Letters of Interest, PD 13-14.005, Professional Services for Englewood Park & L St Pond, were publicly noticed on Tuesday, November 5, 2013 to 23 known firms. Responses were received from 7 firms on Tuesday, November 19, 2013.

BUDGETARY IMPACT:

Fund 352, "LOST III", Cost Center 350229, Object Code 56301, Project No. 14PR2583, \$36,806.38

Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project No. 14EN2683, \$68,354.72

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Agreement & Exhibits

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying

PD 13-14.005, Professional Services for Englewood Park & L St Pond

**FORM G: CONSULTING SERVICES FOR STAND-ALONE
PROJECTS**

(Revised July 11, 2013)

TABLE OF CONTENTS

Agreement Declarations		PAGE
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9

AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of February, 2014, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying, a for-profit corporation authorized to transact business in the State of Florida, whose address is 119 Gregory Square, Pensacola, Florida 32502-4915, and whose Federal tax identification number is 59-2135118 (hereinafter referred to as the "Consultant").

ARTICLE I **DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Jeremy R. King, Senior Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 13-14.005, Professional Services for Englewood Park & L St Pond.

ARTICLE 2

PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 13-14 in the amount of One Hundred Five Thousand One Hundred Sixty One Dollars and Ten Cents (\$105,161.10) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3

SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 13-14.005, Professional Services for Englewood Park & L St Pond, and as represented in the Consultant's Letter of Interest response to PD 13-14.005, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$900,000.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: Basic Services amount of Ninety One Thousand Four Hundred Eight Dollars and Eighty Five Cents (\$91,408.55) with Optional Services of Thirteen Thousand Seven Hundred Fifty Two Dollars and Twenty Five Cents for a Total of One Hundred Five Thousand One Hundred Sixty One Dollars and Ten Cents (\$105,161.10). Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant

- agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

- (a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

- (c) Payments and Notices to the Consultant shall be made to:

Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying
119 Gregory Square
Pensacola, Florida 32502-4915

- (d) Invoices to the County shall be sent to: Notices to the County shall be sent to:
- | | |
|--|-------------------------------|
| Jeremy R. King | Larry Newsom |
| Senior Engineering Project Coordinator | County Administrator |
| Public Works/Engineering | P.O. Box 1591 |
| 3363 West Park Place | Pensacola, Florida 32597-1591 |
| Pensacola, FL 32501 | |

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 **CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 **OWNERSHIP OF DOCUMENTS:**

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such

ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which

period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 **NO CONTINGENT FEES:** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 **SUBCONTRACTORS:** The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 **ASSIGNMENT:** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 **HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:**

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and

any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of

thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the

Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States,

except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying, signing by and through its Frank J. Fabre, P.E., P.S.M., Chairman, duly authorized to execute same.

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Larry Newsom, Interim County Administrator

Date: _____

BCC Approved: February 6, 2014

Witness

Witness

CONSULTANT:

Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying, a Florida Corporation authorized to do business in the State of Florida.

By: _____
Frank J. Fabre, P.E., P.S.M., Chairman

Date: _____

ATTEST: Corporate Secretary

By: _____
Secretary

Project Understanding and Scope Narrative

ESCAMBIA COUNTY – Engineering Department

Englewood Park and L Street Pond

Fabre Engineering & Surveying proposes to provide engineering/surveying services and coordinate Geotechnical, SUE, and Public Involvement services to expand the existing L Street Pond and make site improvements to the existing Englewood Park. This document will serve as clarification to the Scope of Service contained in the County's PD13-14.005 Professional Services for Englewood Park & L Street Pond, Request for Letters of Interest.

PHASE I: CONCEPTUAL DESIGN

This Phase is for the Conceptual and 30% design of the project. The following is a summary of the tasks as noted on the spreadsheet proposal.

Task 1: Data Collection

This task includes the review of existing background data and existing documents (Drainage Basin Studies - original ICPR version to be provided by the County, Alum System and existing surveys) and compile all available data within the project area. We will conduct field investigations to confirm survey data and to acquire a better understanding of the site conditions and constraints. The Geotechnical Investigation will also be completed as part of this task. We anticipate that LMJ & Associates will provide assistance with this task as noted in their scope listed in Exhibit A.

Task 2: Surveying

The surveying services will be performed in accordance with Chapter 61G17-6, Florida Administrative Code and based on State Plane Coordinates, NAD 83/90, North Florida Zone. The Surveying scope will include the following:

- Review survey(s) and concept plan provided by the County Engineering Division and provide field work as required to verify incomplete or unclear information.
- Preliminary Utility Coordination.
- Cross-section the existing pond to establish accurate existing contours and volume. A bathymetric survey may be required to determine the existing pond depth.
- Verify provided survey data as needed to include investigating pond outfall storm water pipe system and pond topography for which current records are incomplete. This effort will be completed with the assistance of Subsurface Utility Engineering.
- We will provide two certified copies of the Topographical Survey of the existing L Street Pond. The County provided survey will be utilized for Englewood Park design and permitting.
- Provide a minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks will not exceed 1000 feet.

Deliverables for this task will include CAD and pdf files of the final survey product.

Task 3: 20% Conceptual Design

For this task we will take the Englewood Park design concept provided by the County as well as the proposed pond expansion and outfall improvements and formalize them into a 20% Conceptual Design plan set. The pond expansion will maximize the existing L Street pond volume within the

boundaries of the property up to the dirt road to the south, including storm water accommodation for the Englewood Park improvements. This task will also include preliminary coordination with the Englewood Area Citizens group(s)/stakeholders, the City and the permitting agencies. Deliverables for this task will include the submission of a 20% concept plan for the County's review and approval.

Task 4: 30% Plans Preparation

Following approval of the 20% Conceptual plan, we will progress the construction plans to a 30% completion stage in preparation for the first Public Meeting. The 30% Plans will serve as the basis for the design moving forward. This task will include further coordination with the City, Utilities, and the Permitting Agencies. Deliverables for this task will include the submission of a set of 30% construction plans and preliminary cost estimate for the County's review and approval.

Task 5: Public Involvement

Public involvement will include meeting with the County staff to develop the Public Involvement Program. Once developed, the program will be implemented in the form of an initial Public Involvement Meeting with the identified stakeholders (including church organizations, elected officials, community groups, the citizen users and County staff). This meeting will be held at the conclusion of the 30% design phase and is intended to present the 30% plans to the public and gather input. It is our understanding that the Park Improvements have already been vetted through a number of previous Public Meetings and our provided fee does not anticipate significant changes to the County provided concept plan.

The second Public Involvement Meeting will be held at the conclusion of the 90% design phase and is intended to present the construction plans to the Public for any final input. At this point, any public input will have been incorporated into the plans and the intent is to show the public a more detailed picture of the park improvements.

The focus of each of the public meetings will be related to the Englewood Park, however, the pond expansion and outfall improvements will also be presented. Each meeting will include static and electronic presentation materials as appropriate for attendee review and input. We anticipate that EPR will provide assistance with this task as noted in their scope listed in Exhibit A.

PHASE II: FINAL DESIGN, PERMITTING, BIDDING, & PROJECT CLOSEOUT

At the completion of Phase I the conceptual design will be complete and the project plan will be clearly defined. At this point Phase II will be implemented to provide detailed design and permitting. The following is a summary of the tasks as noted on the spreadsheet proposal for Phase II.

Task 6: 60% Construction Plan Preparation

The 60% Construction Plan Scope will include the progression of the 30% plans and preliminary calculations from Phase I to 60% completion. This task will include detailed design of the Park improvements and pond expansion. We will also generate a 60% construction cost estimate based on the County Pricing Agreement, re-establish contact with the affected utilities, the City of Pensacola, and the permitting agencies, and incorporate any remaining comments from Phase I. Deliverables for this task to include 60% construction plan set and associated cost estimate.

Task 7: 90% Construction Plan Preparation

The 90% Construction Plan Scope will include the progression of the 60% plans, cost estimates and calculations to 90% completion. We will incorporate any 60% comments into the 90% plans. This

task will include the final public meeting (as noted above) to ensure that the project and our interpretation of the user's needs have been adequately addressed. We anticipate that the third party review would be completed at this stage of the design. Utilities will again be contacted for coordination via a plan-in-hand walkthrough.

Deliverables for this task to include 90% construction plan set and associated cost estimate.

Task 8: Final Construction Documents

The Final Construction Document scope will include the progression of the 90% plans and calculations to 100% completion. We will incorporate any 90% comments, utility comments, as well as the third party comments into the final plans and prepare a final construction cost estimate. Final coordination with the City of Pensacola and the permitting agencies will be completed at this stage as well. Deliverables for this task to include 100% construction plan set (paper copies, CADD Drawings and pdfs) drainage calculations which will include the final pond and outfall design incorporated into the County Provided ICPR Model (the updated model will be provided electronically), and the final construction cost estimate.

Task 9: Permitting

This task will include coordination/pre-application meetings with the affected permitting agencies such as the Florida Department of Environmental Protection (FDEP), Northwest Florida Water Management District (WMD), and Escambia County. This task will also include submission of permit applications and supporting documentation to the agencies as well as addressing Requests for Additional Information (comments) in an effort to secure the required permits.

The required permits for this project include:

- Escambia County Development Order for the Englewood Park and L Street Pond improvements.
- FDEP/WMD permit for the L Street Pond expansion. The intent of this permit is to obtain approval from the WMD/FDEP to expand the existing pond such that treatment is provided via percolation in lieu of the existing ALUM system. The ALUM system will be relegated to be used on a voluntary basis only and not required as part of the pond permit.

Deliverables for this task include copies of the permit submittals and correspondence as well as receipt of the above noted permits.

Task 10: Bidding Assistance

The Bidding Assistance scope will include the following:

- Conversion of the Cost Estimate into a Bid Schedule.
- Preparation of a Project Narrative.
- Provide a final set of Construction Plans and Technical Specifications.
- Prepare for and Attend a Pre-Bid Meeting.
- Address Questions submitted by Bidders and Provide Addenda as Appropriate.
- Attend Bid Opening.
- Review and Tabulate Bids.

Task 11: Construction Assistance and Project Closeout

This task includes the following:

- Prepare for and Attend the Pre-Construction Conference.

- Shop Drawing Review.
- Generate Record Drawings from Contractor Supplied Red-Lines.
- Prepare and Submit Permit Certifications to Permitting Agencies.
- Periodic inspections and final/substantial completion inspections as required to certify the project to the permitting agencies.

Deliverables for this task to include Record Drawing plan set (paper, pdf and CAD) and permit Certifications.

PHASE III – OPTIONAL SERVICES

Optional Services are services that may or may not be required to complete the project. These services are subject to approval by the County and will be billed as hourly not to exceed. The following is a summary of the tasks as noted on the spreadsheet proposal.

Task 12 – Hazardous Materials Investigation (Phase I)

This task will include the review of Public Records to determine the limits and the characteristics of the contamination (if any) that exists within or adjacent to the L Street Pond. The Phase I report will provide recommendations for dealing with any known or possible contamination located within the project limits. We anticipate that LMJ & Associates will provide assistance with this task as noted in their scope listed in Exhibit A.

Task 13 – Permit Fees

This task includes a set aside of moneys to cover the anticipated permitting fees for the SWERP Retrofit permit with the Water Management District. Fees for Escambia County DRC permitting will be waived for County projects.

Task 14 – Construction Assistance/Construction Monitoring (Limited)

This task includes CEI work during the construction phase beyond what is listed in Task 11. This would include site visits on an as-needed basis to address issues with design interpretation by the Contractor and for any unforeseen construction issues, processing or review of pay requests or change orders, witnessing testing, additional construction inspections, etc. Primary inspection services will be provided by the County.

Task 15 – SUE Data Collection

This task includes the Subsurface Utility Excavation (SUE) work required to locate and map the existing outfall pipe(s) from the L Street Pond. This will include, but not be limited to, the horizontal and vertical location of existing piping and junction box connections, that currently do not have manhole access available. Ground penetrating radar, non-destructive vacuum soil extraction, and coordination of the installation of manholes to provide access to determine the exact nature, size, and condition of the pond outfall system will be provided. County pipe camera crews will be utilized to assist in the collection of this data. We anticipate that Southeastern Surveying will provide assistance with this task as noted in their scope listed in Exhibit A.

Task 16 – Additional Surveying

This task is intended to provide offsite survey work related to determining where the pond outfall connects to the existing City Storm Drainage system. This task may also include additional surveying work as may be required within the project area or on site.

**ESCAMBIA COUNTY
ENGLEWOOD PARK & L STREET POND**

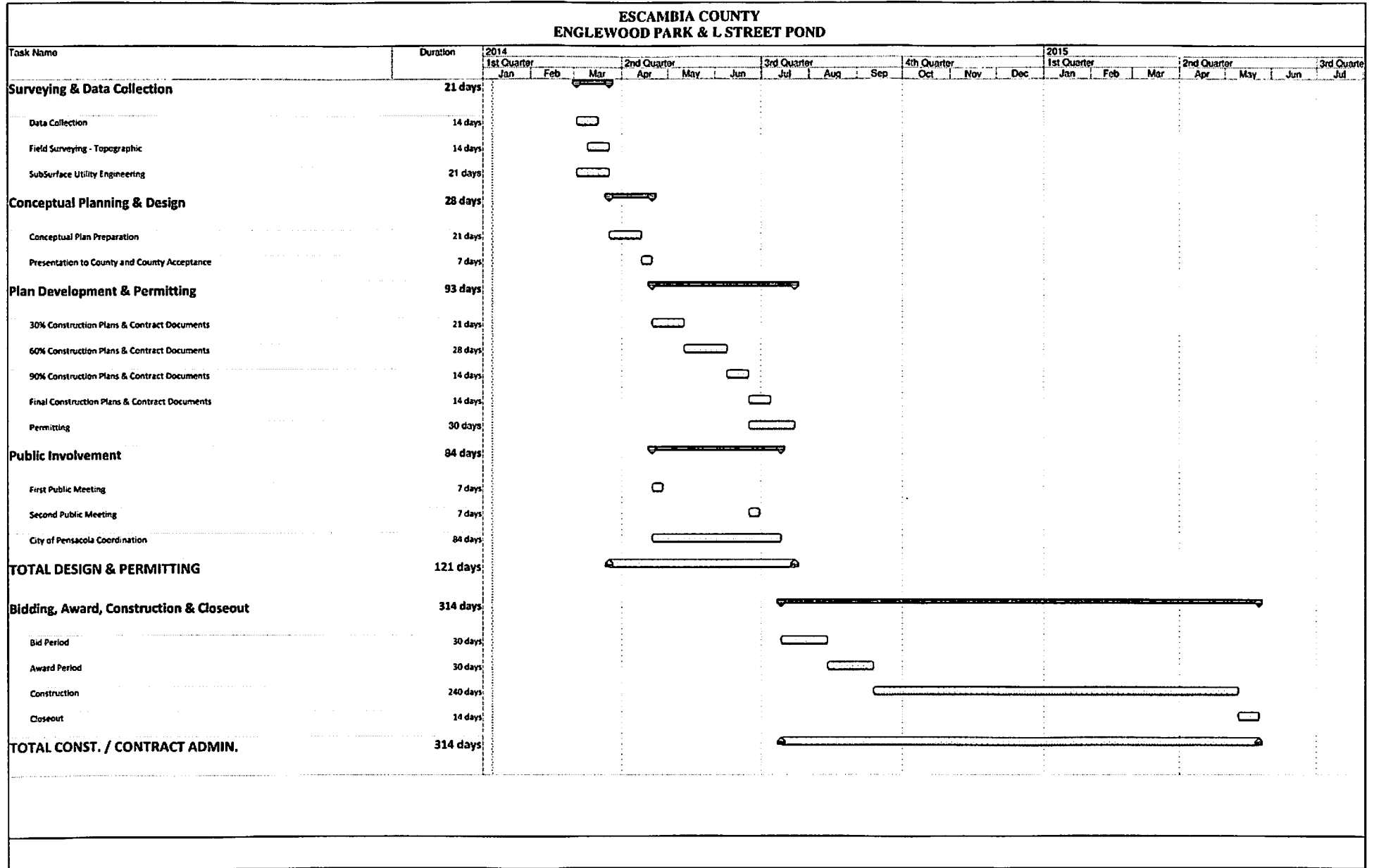


Exhibit "C"

Escambia County Design and Engineering Services

Fabre Engineering Inc. dba Fabre Engineering & Surveying

Salary w/Escambia County as of 5/20/13

Position	Hourly Rate	Overhead	Profit	Billing Rate	Proposed Billing Rate
Principal	\$ 57.03	158.00%	12%	\$ 164.79	\$ 164.80
Sr. Project Mgr./Sr. Eng.	\$ 43.27	158.00%	12%	\$ 125.03	\$ 125.00
Project Manager/P. E.	\$ 38.46	158.00%	12%	\$ 111.13	\$ 110.00
Civil Engineer	\$ 27.95	158.00%	12%	\$ 80.76	\$ 80.75
Design Engineer	\$ 23.40	158.00%	12%	\$ 67.62	\$ 67.50
Design Technician	\$ 24.68	158.00%	12%	\$ 71.32	\$ 71.25
CADD	\$ 22.58	158.00%	12%	\$ 65.25	\$ 65.00
P.S.M.	\$ 33.65	158.00%	12%	\$ 97.24	\$ 97.00
Survey Crew	\$ 43.63	158.00%	12%	\$ 126.07	\$ 125.00
Clerical	\$ 18.94	158.00%	12%	\$ 48.87	\$ 54.50
Inspector	\$ 22.73	158.00%	12%	\$ 64.51	\$ 64.50

Exhibit "C"

**PROPOPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
 ESCAMBIA COUNTY, FLORIDA
 Design of Englewood Park and I Street Pond Improvements
 January 22, 2014**

PHASE I - CONCEPTUAL DESIGN		
Task Description	Subconsultant Fee	Prime Fee
TASK 1 - DATA COLLECTION	\$4,000.00	\$4,542.50
TASK 2 - SURVEYING	\$0.00	\$8,588.50
TASK 3 - 20% CONCEPTUAL DESIGN	\$0.00	\$4,884.25
TASK 4 - 30% PLAN DEVELOPMENT	\$0.00	\$6,622.50
TASK 5 - PUBLIC INVOLVEMENT	\$7,967.60	\$2,445.00
PHASE I - SUBTOTALS	\$11,967.60	\$27,082.75
PHASE I - TOTAL FEES		\$39,050.35

PHASE II - FINAL DESIGN, PERMITTING, BIDDING, AND PROJECT CLOSEOUT		
Task Description	Subconsultant Fee	Prime Fee
TASK 6 - 60% CONSTRUCTION PLANS PREPARATION	\$0.00	\$21,495.50
TASK 7 - 90% CONSTRUCTION PLANS PREPARATION	\$0.00	\$11,158.25
TASK 8 - FINAL CONSTRUCTION DOCUMENTS	\$0.00	\$3,727.00
TASK 9 - PERMITTING	\$0.00	\$9,919.25
TASK 10 - BIDDING ASSISTANCE	\$0.00	\$2,551.50
TASK 11 - CONSTRUCTION ASSISTANCE AND PROJECT CLOSEOUT	\$0.00	\$3,507.00
PHASE II - SUBTOTALS	\$0.00	\$52,358.50
PHASE II - TOTAL FEES		\$52,358.50
	\$11,967.60	\$79,441.25
BASIC SERVICES TOTAL (PHASE I & PHASE II)		\$91,408.85

PHASE III - OPTIONAL SERVICES		
Task Description	Subconsultant Fee	Prime Fee
Task 12 - Hazardous Materials investigation (Phase I)	\$2,500.00	\$375.75
Task 13 - Permit Fees		\$500.00
Task 14 - Construction Assistance/Construction Monitoring (Limited)	\$0.00	\$2,625.00
Task 15 - SUE Data Collection (Southeastern Surveying)	\$3,667.50	\$1,049.00
Task 16 - Additional Surveying	\$0.00	\$3,035.00
PHASE III - SUBTOTALS	\$6,167.50	\$7,584.75
PHASE III - TOTAL FEES		\$13,752.25

TOTAL PROJECT FEES (PRIME)		\$87,026.00
TOTAL PROJECT FEES (SUB-CONSULTANT)	\$18,135.10	
GRAND TOTAL PROJECT FEES		\$105,161.10

Exhibit "C"

Englewood Park and I Street Pond
For Escambia County - Jeremy King, P.E.
January 22, 2014
Civil Engineering and Surveying Services for the Expansion of an Existing Pond and Improvements to an Existing Park

DESCRIPTION	PRIN \$144.80	Sr. PM \$125	Sr. PE \$125	D.E. \$67.50	PSM \$97	Survey Crew \$125	Design Tech \$71.25	INSP \$44.50	CLERICAL \$54.50	Consultant Fee	FEE
PHASE I CONCEPTUAL DESIGN											
TASK 1 - DATA COLLECTION											
Project Coordination Meetings With Client		8							2		\$1,109.00
Background Data Collection		4		2					2		\$744.00
Geotechnical Investigation		2							1	\$4,000.00	\$304.50
Detailed Review of Existing Alum System		8									\$1,000.00
Detailed Review of Existing Basin Studies		10		2							\$1,385.00
TASK 1 TOTALS =	0.0	32.0	0.0	4.0	0.0	0.0	0.0	0.0	5.0	\$4,000.00	\$4,542.50
TASK 2 - SURVEYING											
Topographic Survey Updates		1		2	6	41	22				\$7,274.50
Preliminary Utility Coordination Prior to Survey		3					8		2		\$369.00
Site Visit/Field Check Survey											\$945.00
TASK 2 TOTALS =	0.0	4.0	0.0	2.0	6.0	41.0	30.0	0.0	2.0	\$0.00	\$8,568.50
TASK 3 - 20% CONCEPTUAL DESIGN											
Complete Ex. Surveys & Merge With New Survey to Create Base Dwg		1		2			4				\$545.00
Coordinate with City of Pensacola		3					2		2		\$626.50
Develop 20% Conceptual Park Expansion Plan		4					10				\$1,212.50
Develop 20% Conceptual Pond Expansion Plan		12					8				\$2,070.00
Submit 20% Plans to Escambia County		2					1		2		\$430.25
TASK 3 TOTALS =	0.0	18.0	0.0	0.0	0.0	0.0	19.0	0.0	2.0	\$0.00	\$4,884.25
TASK 4 - 30% PLAN DEVELOPMENT											
Project Coordination Meetings With Client		6							2		\$859.00
Incorporate 20% Comments		4					4		2		\$894.00
Progress Plans to 30% Design Phase		4					6				\$977.50
Develop Preliminary Drainage Calculations		8		4			4				\$1,535.00
Prepare Cover Sheet		1					2				\$267.50
Prepare Legend and General Notes		2					4				\$535.00
Prepare Existing Conditions Sheet/Adjacent Property Owners		1		4			2				\$537.50
Send 30% Plans to Utility Companies		1		3			1		4		\$616.75
Submit 30% Plans to Escambia County		2					1		2		\$430.25
TASK 4 TOTALS =	0.0	29.0	0.0	11.0	0.0	0.0	24.0	0.0	10.0	\$0.00	\$5,622.50
TASK 5 - PUBLIC INVOLVEMENT											
Public Involvement Program Development		2							1	\$782.80	\$304.50
Public Involvement Data Collection		1							1	\$926.80	\$179.50
Scope Meeting With County Staff		2							1	\$232.00	\$304.50
Initial Public Meeting		4		3			1		1	\$2,941.00	\$828.25
Final Public Meeting		4		3			1		1	\$3,085.00	\$828.25
TASK 5 TOTALS =	0.0	13.0	0.0	6.0	0.0	0.0	2.0	0.0	5.0	\$7,967.60	\$2,445.00
PHASE II FINAL DESIGN, PERMITTING AND BIDDING											
TASK 6 - 60% PLAN DEVELOPMENT											
Project Coordination Meetings With Client		2		2					2		\$494.00
Incorporate 30% Comments		6		2			10				\$1,597.50
Incorporate Utility Mark-ups		2					6				\$677.50
Progress Plans to 60% Design Phase		8		4			12				\$2,125.00
Progress Drainage Calculations to 60% Phase		10		2					2		\$1,494.00
Prepare Demolition/Erosion and Sediment Control Plan		6					10				\$1,462.50
Prepare Site Plan		4					8				\$1,070.00
Prepare Site Geometry Plan		2					10				\$942.50
Prepare Site Grading and Drainage Plan		10					10				\$1,962.50
Develop Plan and Profile Sheets for Storm Drain System		8					16				\$2,140.00
Prepare Detailed Pond Design and Details		8					16				\$2,140.00
Develop Pond Cross-Sections		4					16				\$1,640.00
Prepare Project Typical Details		2					4				\$535.00
Prepare Site Landscaping Plan (Min Required by Escambia County LDC)		4					8				\$1,070.00
Develop Technical Specification Table of Contents		2							1		\$304.50
Send 60% Plans to Utility Companies				1			1		1		\$193.25
Prepare 60% Construction Cost Estimate Via Pricing Agreement		8					2		2		\$1,251.50
Submit 60% Plans to Escambia County		2					1		1		\$275.75
TASK 6 TOTALS =	0.0	83.0	0.0	11.0	0.0	0.0	130.0	0.0	9.0	\$0.00	\$21,495.50

Exhibit "C"

TASK 7 - 90% PLAN DEVELOPMENT											
Project Coordination Meetings With Client	2										\$250.00
Plans-In-Hand Site Meeting	4						3				\$713.75
Incorporate Utility Mark-ups	4						10				\$1,212.50
Incorporate 60% Comments	8		2				16				\$2,275.00
Progress Plans to 90% Design Phase	12						25				\$3,281.25
Progress Drainage Calculations to 90% Phase	10						2		2		\$1,501.50
Send 90% Plans to Utility Companies	2		1				1		1		\$193.25
Submit 90% Plans to Escambia County	2						1		2		\$430.25
Progress Cost Estimate to 90%	4		10				1		1		\$1,300.75
TASK 7 TOTALS =	0.0	46.0	0.0	13.0	0.0	0.0	59.0	0.0	6.0	\$0.00	\$11,158.25
TASK 8 - FINAL CONSTRUCTION PLAN DEVELOPMENT											
Project Coordination Meetings With Client	2								1		\$304.50
Incorporate 90% Comments	2						4				\$535.00
Finalize Technical Specifications	2								1		\$304.50
Finalize Construction Plans	6						8				\$1,320.00
Finalize Drainage Calculations	4						2		2		\$751.50
Send Final Plans to Utility Companies	1		2				2		2		\$511.50
Submit Final Plans to Escambia County	1						1		1		\$250.75
TASK 8 TOTALS =	0.0	18.0	0.0	2.0	0.0	0.0	17.0	0.0	7.0	\$0.00	\$3,727.00
TASK 9 - PERMITTING											
Escambia County Pre-Application Meeting	2		6				2		2		\$904.50
FDEP/WMD ERP Pre-Application and Follow-Up Meetings	8						2		2		\$1,251.50
Prepare and Submit Escambia County Site Plan Review Submittal	4		6				4		2		\$1,299.00
Address County Comments and Obtain Sign-offs	4		10				15		2		\$2,352.75
Prepare and Submit Escambia County Final Comparison Submittal	2		4				2		2		\$771.50
Prepare and Submit NWFWM (ERP) Stormwater Permitting	2		6				4		2		\$1,049.00
Address ERP Comments and Re-Submit	2		4				8		22		\$2,289.00
TASK 9 TOTALS =	0.0	24.0	0.0	36.0	0.0	0.0	37.0	0.0	34.0	\$0.00	\$9,919.25
TASK 10 - BIDDING ASSISTANCE											
Develop Bid Schedule	2								1		\$304.50
Develop Bid Package for County Purchasing	3						2		2		\$626.50
Attend Pre-Bid Conference	2										\$250.00
Address Bidder's Concerns and Issue Addenda	4		2				2		2		\$886.50
Attend Bid Opening	2										\$250.00
Evaluate Bids and Generate Bid Tabulation	1								2		\$234.00
TASK 10 TOTALS =	0.0	14.0	0.0	2.0	0.0	0.0	4.0	0.0	7.0	\$0.00	\$2,551.50
TASK 11 - CONSTRUCTION ASSISTANCE AND PROJECT CLOSEOUT											
Prepare for and Attend Pre-Construction Meeting	4								2		\$609.00
Shop Drawing Review	2		4						2		\$629.00
Provide Certified As-Built Drawings	4						12				\$1,355.00
Prepare and Submit Permit Certifications to Regulatory Agencies	2		4				4		2		\$914.00
TASK 11 TOTALS =	0.0	12.0	0.0	8.0	0.0	0.0	16.0	0.0	6.0	\$0.00	\$3,507.00
BASIC SERVICES TOTAL =	0.0	298.0	0.0	95.0	6.0	41.0	338.0	0.0	93.0	\$11,967.60	\$79,441.25
PHASE III OPTIONAL SERVICES											
Task 12 - Hazardous Materials Investigation (Phase II)	2						1		1	2,500	\$375.75
Task 13 - Permit Fees											\$500.00
Task 14 - Construction Assistance/Construction Monitoring (Limited)	10		10				6		5		\$2,625.00
Task 15 - SUE Data Collection (Southeastern Surveying)	2		6				4		2	3,668	\$1,049.00
Task 16 - Additional Surveying	2					20	4				\$3,035.00
OPTIONAL SERVICES TOTAL =	0.0	12.0	0.0	10.0	0.0	0.0	7.0	0.0	6.0	\$6,167.50	\$7,584.75
GRAND TOTAL										\$18,135.10	\$87,026.00

Revised January 22, 2014

Mr. Dale Long, PE
Fabre Engineering and Surveying, Inc.
119 Gregory Square
Pensacola, FL 32502

**SUBJECT: Geotechnical Exploration Proposal
L Street Stormwater Pond
Escambia County, Florida**

Dear Dale:

Larry M. Jacobs & Associates, Inc. (LMJ) sincerely appreciates the opportunity to submit the following revised proposal for providing a geotechnical exploration for the subject project. The purpose of this exploration is to determine the general subsurface conditions in the stormwater pond area and use this information to provide recommendations for stormwater pond design with an option to provide a Phase I Environmental Site Assessment (ESA) for the site. The following sections outline our proposed scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

PROJECT AND SITE DESCRIPTION

The project site is the stormwater pond located at the southeast corner of the intersection of Leonard Street and L Street in Escambia County, Florida. We understand that the project consists of improvements to the existing stormwater pond onsite. The existing pond has a bottom elevation of 60-62 feet, and we understand that the pond bottom is planned to be lowered to an elevation of 42 feet.

PROPOSED SCOPE OF SERVICES

The following proposed scope of services is based on the information supplied and our experience in the area with similar projects. We propose to perform the following:

- ▼ Locate the borings at the site.
- ▼ Clear registered utilities at the site with the Sunshine Network. Non-registered or private utilities are the responsibility of the client to clear.
- ▼ Mobilize a truck mounted drill rig, portable tripod drill rig, and drill crew to the site.
- ▼ Drill three SPT borings in the stormwater pond area to a depth of roughly 20 feet below the anticipated pond bottom elevation (based on existing ground surface elevations estimated from Google Earth®). We plan to drill one boring on the east end of the proposed pond bottom with our truck mounted drill rig to a depth of 50 feet. We plan to drill two borings in the existing pond area with the portable tripod drill rig to a depth of 40 and 45 feet below grade because the existing pond area is not accessible to our truck mounted drill rig.
- ▼ Obtain up to three Shelby tube or relatively undisturbed samples from the pond borings for laboratory permeability testing. Note that we will attempt to obtain Shelby tube samples from the tripod borings, but this may not be practical with the tripod.
- ▼ Visually classify the soil samples obtained during our exploration by an engineer.
- ▼ Perform up to three falling head permeability tests, unit weight tests, and corresponding grainsize analysis tests on the Shelby tube samples.
- ▼ Perform basic properties testing such as wash #200 sieve and moisture content to evaluate and document basic properties and correlate the split spoon pond samples with the perm samples.
- ▼ Analyze the test data to develop geotechnical engineering recommendations for the project.
- ▼ As an option to this proposal, provide a Phase I Environmental Site Assessment (ESA) for the site.



A qualified, professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a report that will include the following:

- ▼ Existing site characteristics.
- ▼ Exploration, testing, and sampling methods.
- ▼ Subsurface soils encountered and soil classifications.
- ▼ Depth to groundwater at the time of drilling if encountered.
- ▼ A discussion of laboratory test results.
- ▼ Stormwater pond recommendations including the recommended vertical and horizontal saturated hydraulic conductivities, fillable porosity, and the estimated seasonal high groundwater level.

ESTIMATED COSTS

We propose to provide the scope of services in this proposal for a lump sum of **\$4,000.00**. This proposal assumes that the boring locations are accessible with a truck mounted drill rig and portable tripod drill rig, we have right of entry to the site, and we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. The Phase I ESA can be provided for an additional cost of **\$2,500.00**. If the client wishes to precede with the optional Phase I, please initial the box on the attached agreement. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will notify the client and obtain approval for the additional work before proceeding.

AUTHORIZATION

To authorize us to proceed with this project, please complete, sign, and return a copy of the attached ***Agreement for Professional Services (Figure #1)*** to our office. If the authorization for this work is faxed or emailed, the original signed authorization is needed for our records.

LMJ appreciates the opportunity to present you with this proposal, and we look forward to working with you again on this project. If you have any questions or comments, please do not hesitate to call.

Respectfully Yours,

LARRY M. JACOBS & ASSOCIATES, INC.

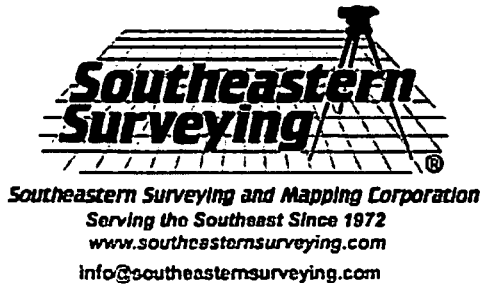
A handwritten signature in black ink, appearing to read 'Keith V. Jacobs', is written over a horizontal line.

Keith V. Jacobs, PE
Principal Engineer

Attachments

Exhibit "C"

Steven L. Anderson, Jr., PSM, PLS
Charles M. Arnett, PSM
Russell G. Daly, PSM, PLS
Michael L. Dougherty, PSM
Bruce C. Ducker, PSM
James M. Dunn, II, PSM
Mark J. Efrid, PSM
Thomas F. Ferguson, PSM
Tate B. Flowers, PLS
Robert W. Gardner, PSM
Brian R. Garvey, PE
Jennings E. Griffin, PSM
Daniel J. Henry, PSM, PLS
Gary B. Krick, PSM
Brad J. Lashley, PSM, PLS
Myron F. Lucas, PSM



James E. Mazurak, PSM
Thomas K. Mead, PSM, PLS
Timothy O. Mosby, PSM
James L. Petersen, PSM
William C. Rowe, PSM
Tony G. Sylfrett, PSM, PLS
John S. Thomas, PSM
Rick J. Travis, PSM
Catherine E. Galgano, GISP
Patrick J. Phillips, GISP
Kirk R. Hall, EI
Donna L. Canney, CST IV
Frank B. Henry, CST IV
David M. Rentfrow, CST IV
Steve D. Smith, CST IV
Celeste B. van Gelder, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

December 31, 2013

VIA E-Mail: dale.long@fabreinc.com

Mr. Dale E. Long, P.E., LEED AP
Senior Project Manager
Fabre Engineering & Surveying
119 Gregory Square
Pensacola, FL. 32502

**RE: L Street Pond and Englewood Park
Section 17, Township 2 South, Range 30 West, Escambia County, Florida**

Dear Mr. Long,

We are pleased to submit our proposal for Subsurface Utility Designation and Verification on the above referenced project.

SCOPE OF WORK:

1. Horizontally locate and field mark (paint & flags) outfall pipes as shown on plans provided by Fabre Engineering & Surveying from the over flow structures through the intersection of Fisher St. and North H St.
2. Locate field markings of results of outfall investigation to include details of structures.

OPTIONAL:

3. CCTV outfall pipes as shown on plans provided by Fabre Engineering & Surveying from the over flow structures through the intersection of Fisher St. and North H St.

The final product will be a field drafted plan sheet or utility designation field sketch(s) of the project area reflecting all pertinent data for your use and provide survey deliverables in electronic format determined by client to include ASCII file points.

6500 All American Blvd. Orlando, FL 32810 407.292.8580 407.292.0141 Fax	1130 Highway 90, Chipley, FL 32428 850.638.0790 850.638.8069 Fax	Cypress Business Center 8301 Cypress Plaza Drive, Suite 104, Jacksonville, FL 32256 904.737.5990 904.737.5995 Fax	119 West Main Street, Tavares, FL 32778 352.343.4880 352.343.4914 Fax	10 East Lake Street, Kissimmee, FL 34744 407.944.4880 407.944.0424 Fax	3941 68th Avenue Pinellas Park, FL 33781 727.525.6945 727.522.1403 Fax
--	---	--	--	---	---

Licenses: PSM: Florida Professional Surveyor & Mapper • PLS: Alabama Professional Land Surveyor • PE: Professional Engineer
Certifications: EI: Engineering Intern • GISP: Geographic Information Systems Professional • CST: Certified Survey Technician

Page 3

Mr. Dale E. Long, P.E., LEED AP
L Street Pond and Englewood Park
December 31, 2013

Our fee for this project will be as follows:

Subsurface Utility Designation:

Utility 2 Man Crew	4 hr @	\$ 185.00
Utility Division Project Manager	1 hr @	<u>\$ 115.00</u>
TOTAL		\$ 855.00

Survey:

2 Man Crew	4 hr @	\$ 115.00
Professional Surveyor & Mapper	1 hr @	\$ 115.00
CAD Technician	1 hr @	<u>\$ 75.00</u>
TOTAL		\$ 1,505.00

Optional:

CCTV Video Inspection	½ Mobilization	\$ 387.50
	8 hr @	<u>\$ 115.00</u>
TOTAL		\$ 1,307.50

We anticipate completion of the above described work within four(4) weeks after receipt of written notice to proceed. Payment is expected within thirty (30) days from date of invoice.

We look forward to the opportunity to work with you on this project.

Sincerely,

James D. Murphy

James D. Murphy
Utility Project Manager

JDM:kem



Dale E. Long, P.E., LEED AP
Senior Project Manager
Fabre Engineering
119 Gregory Square
Pensacola, FL 32502

January 22, 2014

Subject: Scope for
**PUBLIC INVOLVEMENT
SERVICES FOR THE
ENGLEWOOD PARK AND L STREET POND**
Escambia County, Florida

Dear Mr. Long:

Engineering & Planning Resources, P.C. (EPR) is pleased to provide you with the following proposal to execute public involvement services required for the Englewood Park and L Street Pond. The specific scope of work and fee proposal is as follows:

SCOPE OF SERVICES

This scope of services involves the development and implementation of a comprehensive Public Involvement Plan that provides opportunities for all segments of the community to provide input into the drainage design and limited site development recommendations. The Public Involvement Plan will include all segments of the community (with emphasis on the residents and business within the adjacent neighborhoods to allow for input and perform public involvement and information duties connected with project corridor for the Englewood Park and L Street Pond project for the duration of the project. The Consultant will coordinate all information and public involvement activities with the Fabre Engineering and Escambia County to facilitate communication and ensure smooth functioning of those activities on the project.

WORK TASKS

- Develop a Public Involvement Plan for this project.
- Coordinate with the Escambia County and Fabre Engineering Project Managers to stay up-to-date on public involvement activities, meeting schedules and agency request. Attend, at minimum, monthly project meetings to identify and resolve stakeholder issues.



- Meet with the Escambia County PIO to discuss proposed meeting dates and notifications
- Host a Project Kick off meeting to discuss the history, progress to date, and upcoming schedule.
- Develop and maintain comprehensive mailing and contact lists for use in distributing project materials and informing and meeting with stakeholders.
- All materials prepared for public distribution including mailing and contact lists must be pre-approved by Fabre Engineering and Escambia County's project managers prior to distribution.
- Provide project updates. Compile project update reports outlining public involvement activities at least one week in advance and distributed each week to the Fabre Engineering and Escambia County Project Managers and County Staff members identified during the course of the project.
- Organize and attend public activities and meetings.

Schedule, organize, advertise and facilitate one "meet the project" open house in coordination with Fabre Engineering and Escambia County Project Managers.

- Prepare project materials (project fact sheet, presentations, and contact cards) to be completed and shown/distributed to residents and businesses within the project communication area as part of the project coordination activities. The project presentation will be used during the kickoff meeting and project closing meeting.
- Provide a dedicated contact phone with a message machine for stakeholders, during the course of the project.
 1. Distribute the phone number to all project contacts, the Escambia County PIO, Office and Project Manager.
 2. Follow-up on all stakeholder concerns within 24 hrs.



- Compile and submit a detailed report with every two weeks to the Project Manager that includes at minimum:
 1. An overview of public information and public involvement activities
 2. A record of all stakeholder contacts
 3. A record of all stakeholder questions and concerns
 4. A record of all responses and resolutions to stakeholder questions and concerns
- Compile and distribute a post-project report to the Project Manager that includes at minimum:
 1. An overview of public information and public involvement activities from the beginning to the end of the project.
 2. An analysis of what worked well and what did not work well concerning public information and public involvement during the project.
 3. A database of project contacts including the names, addresses, phone numbers and email addresses of all project stakeholders.
- Other public information and public involvement duties as needed and requested by the Fabre Engineering and Escambia County Project Managers.
- Host a Project Review meeting to review the design concepts and obtain public response.

OUTLINE OF MATERIALS:

- Project Fact Sheets
 - 1 fact sheet
 - Print 100
 - 2-sided
 - Color
- Business/Project Contact Cards
 - Print 200 cards
 - 1-sided
 - Black and white
 - Card stock

FEE AND SCHEDULE

Given notice to proceed, we will undertake word tasks listed above and provide the deliverables within an agreed upon schedule with the fee of \$7,967.60.

EPR will invoice Fabre Engineering at task milestones. Payment shall be due within 14 days of receipt of invoice.



Services over the agreed upon amount will be billed at an hourly rate of \$135.00 per hour plus expenses.

CLOSURE

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please execute the contract agreement at your convenience. Receipt of the executed agreement will be our Notice to Proceed.

EPR appreciates this opportunity to be of service to you. If you have any questions regarding this proposal, please feel free to contact me at your convenience.

Sincerely,
Engineering & Planning Resources, PC

A handwritten signature in cursive script that reads "Bonita Player".

Bonita Player, PE
Principal



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5640

County Administrator's Report 15. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: Grant Agreement Between Florida Fish and Wildlife Conservation Commission and Escambia County (FWC 13225)

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Grant Agreement Between Florida Fish and Wildlife Conservation Commission and Escambia County – Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Grant Agreement between Florida Fish and Wildlife Conservation Commission (FWC) and Escambia County:

A. Approve the Grant Agreement between FWC and Escambia County, FWC Agreement No. 13225, for the Ex-Oriskany PCB Artificial Reef Monitoring Project, in the amount not-to-exceed \$91,000, from the date of execution through December 31, 2015;

B. Ratify the Chairman's signature, which was required prior to Board action to meet FWC requirements; and

C. Authorize the County Administrator to sign any subsequent related documents to implement the Agreement without further Board action.

[Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring. No matching funds are required]

BACKGROUND:

Escambia County has been awarded a grant not to exceed \$91,000 based on the fee schedule rates/amounts specified in the Scope of Work for the monitoring of background PCB levels in fish tissue near the Oriskany reef site in the Gulf of Mexico, as required by the US Environmental Protection Agency.

BUDGETARY IMPACT:

Funding Source: Fund 110, Other Grants and Projects, Cost Center 220338, Oriskany PCB Monitoring. No matching funds are required.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Grant Agreement was reviewed and approved, as to form and legal sufficiency, by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of all contracts as well as those in excess of \$50,000. This recommendation is consistent with the County's commitment to fiscal responsibility and cost efficiency.

IMPLEMENTATION/COORDINATION:

The Community & Environment Department, Marine Resources Division, will continue coordination with FWC on all activities associated with the Grant Agreement.

Attachments

FWC-OriskanyMonitoring-Agrmt13225



**Florida Fish
and Wildlife
Conservation
Commission**

Commissioners

Richard A. Corbett
Chairman
Tampa

Brian S. Yablonski
Vice Chairman
Tallahassee

Ronald M. Bergeron
Fort Lauderdale

Aliese P. "Liesa" Priddy
Immokalee

Bo Rivard
Panama City

Charles W. Roberts III
Tallahassee

Executive Staff

Nick Wiley
Executive Director

Eric Sutton
Assistant Executive Director

Karen Ventimiglia
Chief of Staff

*Division of Marine
Fisheries Management*
Jessica McCawley
Director

(850) 487-0554
(850) 487-4847 FAX

*Managing fish and wildlife
resources for their long-term
well-being and the benefit
of people.*

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

hearing/speech-impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

January 14, 2014

Robert Turpin
Chief, Marine Resources Division
Escambia County Community and Environment Bureau
3363 West Park Place
Pensacola, FL 32505

RE: Grant Agreement FWC-13225
Ex-Oriskany PCB Artificial Reef Monitoring Project

Dear Mr. Turpin:

Please find enclosed two (2) original copies of the above referenced Grant Agreement for your review and signature. Please sign the signature page (page 19 of 19) and page 4 of 4 of the Certification and Assurances Form (Attachment B). Please sign and date both copies and return all signed copies to me by courier service at the following address:

Keith Mille
FWC Division of Marine Fisheries Management
2590 Executive Center Circle East, Suite 203
Tallahassee, Florida 32301

Upon execution of the Grant Agreement by the Florida Fish and Wildlife Conservation Commission, an original, signed copy will be returned for your file.

Please sign, date and return this agreement no later than January 30, 2014.

All work must be completed no later than December 31, 2015. The funds are for the 2013-14 fiscal year appropriation to the Commission's artificial reef program. Note that the terms of the Grant Agreement incorporate the terms of your project as specified in your grant application, and the requirements of Chapter 68R-9, F.A.C. If you have any questions regarding the Grant Agreement, please contact me at (850) 617-9633 or by email at keith.mille@myfwc.com.

Sincerely,

Keith Mille, Environmental Specialist III
Artificial Reef Program
Division of Marine Fisheries Management

KJM
Enclosures

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

AGREEMENT NO. 13225

CFDA Title(s): not applicable	CFDA No(s): not applicable
Name of Federal Agency(s): not applicable	
Federal Award No(s): not applicable	Federal Award Year(s): not applicable
Federal Award Name(s): not applicable	
CSFA Title(s): Florida Artificial Reef Program	CSFA No(s): 77-007
State Award No(s): 13225	State Award Year(s): FY2013-14
State Award Name(s): Ex-Oriskany PCB Artificial Reef Monitoring Project	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, FEID # 59-6000598, whose address is 221 Palafox Place, Pensacola, FL 32502, hereinafter "Grantee."

WHEREAS, the Commission and Grantee have partnered together to conduct post-deployment tissue sampling of recreationally targeted legal size reef fish for polychlorinated biphenyls (PCBs) associated with the former Navy decommissioned aircraft carrier the Ex-Oriskany (CVA-34) sunk May 17, 2006 as an artificial reef in federal waters off Escambia County, Florida; and,

WHEREAS, Grantee has been awarded Grant Number 12163 ; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

- 1. PROJECT DESCRIPTION.** The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. **PERFORMANCE.** The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event Grantee's ability to perform under this Agreement becomes compromised.

3. **AGREEMENT PERIOD.**

- A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 12/31/2015. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of 01/13/2014. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. **COMPENSATION AND PAYMENTS.**

- A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a fee schedule basis as specified in Attachment A (Scope of Work), paragraph 5. Based on the fee schedule rates/amounts specified, maximum compensation under this Agreement shall not exceed \$91,000.
- B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only

reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

- C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices may be submitted electronically. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. **Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, or the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- J. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.
- 5. CERTIFICATIONS AND ASSURANCES.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes: Debarment and Suspension Certification; Certification Against Lobbying; Certification Regarding Public Entity Crimes; and Certification Regarding the Scrutinized Companies List (applicable to agreements in excess of \$1 million); Attachment B, incorporated and made part of this Agreement.
- 6. RETURN OR RECOUPMENT OF FUNDS.**
 - A. Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."
 - B. Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.
- 7. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

The Grantee acknowledges that Property being improved is titled to the State of Florida, belongs to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder

8. **MONITORING.** The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.
9. **TERMINATION.**
- A. **Commission Unilateral Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
 - B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
 - C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
 - D. **Funds Availability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.
 - E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.
10. **REMEDIES.**
- A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable may be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the

Commission shall apply any additional financial consequences, such as liquidated damages, identified in the Scope of Work.

- B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

- 11. NOTICES AND CORRESPONDENCE.** Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:

Grant Manager

Jon Dodrill

Environmental Administrator

FWC Division of Marine Fisheries Management

2590 Executive Center Circle, East, Suite 203

Tallahassee, Florida 32301

Phone: (850) 617-9628

Fax: (850) 487-4847

jon.dodrill@myfwc.com

FOR THE GRANTEE:

Grant Manager

Robert Turpin

Chief, Marine Resources Division

County Community and Environment Bureau

3363 West Park Place

Pensacola, FL 32505

Phone: (850) 595-3474

Fax: (850) 595-3495

rkturpin@myescambia.com

12. AMENDMENT.

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

13. INTELLECTUAL PROPERTY RIGHTS.

- A. Grantee's Preexisting Intellectual Property Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual property rights to the Grantee's preexisting property will remain with the Grantee. The Grantee shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Grantee.
- B. Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual property right created or otherwise

developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable state statute and/or federal program requirements.

- C. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

14. RELATIONSHIP OF THE PARTIES.

- A. **Independent Grantee.** The Grantee shall perform as an independent Grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.
- E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

15. SUBCONTRACTS.

- A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of

this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Grantee, at its expense, will defend the Grantor against such claims. The following provisions apply, in addition to any terms and conditions included in Attachment A, Scope of Work.

- B. Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, the Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Grantee in accordance with Section 287.0585, F.S., unless otherwise stated in the agreement between the Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
- C. Commission Right to Reject Subcontractor Employees.** The Commission shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** The Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

16. MANDATORY DISCLOSURE.

- A. Disclosure of Interested State Employees.** This Agreement is subject to Chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Grantee or its affiliates.
- B. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission's Agreement Manager, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

17. INSURANCE.

- A. **Reasonably Associated Insurance.** During the term of the Agreement, the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.
- B. **Workers Compensation.** To the extent required by Chapter 440, F.S., the Grantee will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Grantee, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.
- C. **General Liability Insurance.** By execution of this Agreement, unless the Grantee is a state agency or subdivision as defined by Section 768.28(2), F.S., or unless otherwise provided for in the Scope of Work, the Grantee shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.
- D. **Insurance Required for Performance.** During the Agreement term, the Grantee shall maintain any other types and forms of insurance required for the performance of this Agreement as required in Attachment A, Scope of Work.
- E. **Written Verification of Insurance.** Upon execution of this Agreement, the Grantee shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the Grantee shall furnish the Commission's Grant Manager proof of applicable insurance coverage by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Commission's Grant Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.
- F. **Commission Not Responsible for Insurance Deductible.** The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

18. PUBLIC ENTITY CRIMES.

- A. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

- B. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- C. **Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes the Certification Regarding Public Entity Crimes.

19. VENDORS ON SCRUTINIZED COMPANIES LIST.

- A. **Scrutinized Companies.** If this Agreement is in the amount of one (1) million dollars or more, in executing this Agreement, the Grantee certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., and is not engaged in business operations in Cuba or Syria.
- B. **False Certification – Termination.** Pursuant to Subsection 287.135(3)(b), F.S., the Commission may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification or if, during the term of the Agreement, the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business operations in Cuba or Syria.
- C. **False Certification – Termination Notice.** If the Commission determines that the Grantee has submitted a false certification, the Commission will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that the Commission's determination of false certification was made in error, the Commission shall bring a civil action against the Grantee. If the Commission's determination is upheld, a civil penalty equal to the greater of two million dollars (\$2 million) or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any agreement with an agency or local governmental entity for three (3) years after the date of the Commission's determination of false certification by the Grantee.
- D. **Cessation of Federal Authority.** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this provision shall be null and void to the extent no longer authorized.

20. **SPONSORSHIP.** As required by Section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through

this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

21. PUBLIC RECORDS.

- A. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- B. Pursuant to Section 119.0701, F.S., the Grantee shall comply with the following:
 - i. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
 - ii. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - iv. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Grantee upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

22. **SECURITY AND CONFIDENTIALITY.** The Grantee shall maintain the security of any information created under this Agreement that is identified or defined as "confidential" in Attachment A, Scope of Work. The Grantee shall not divulge to third Parties any confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

23. RECORD KEEPING REQUIREMENTS.

- A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- C. **Grantee Records Retention.** Unless otherwise specified in Attachment A, Scope of Work, these records shall be maintained for five (5) years following the close of this Agreement. The Grantee

shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Grantee Responsibility to Include Records Requirements – Subcontractors. In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

24. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS. Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Circular A-133, the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment C, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

25. NON-EXPENDABLE PROPERTY.

A. Non-Expendable Property Defined. For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and uncirculated hardback-covered bound books, with a value or cost of \$250 or more).

B. Title to Non-expendable Property. Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

26. FEDERAL FUNDS. No Federal Funds are applied to this Contract, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee. The Grantee shall be responsible for complying with all federal grant requirements as provided in its grant, a copy of which is attached hereto and made a part hereof as Attachment D. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.

- B. Compliance with Federal Laws, Rules and Regulations.** As applicable, the Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:
- Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
 - The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
 - Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction agreements awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other agreements which involve the employment of mechanics or laborers)
 - All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 - 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 (Pub. L. 94–163, 89 Stat. 871).
- C. Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget Circulars:
- A-21 (2 CFR 220), Cost principles for Educational Institutions
 - A-87 (2 CFR 225), Cost Principles for State, Local, and Indian Tribal Governments
 - A-122 (2 CFR 230), Cost Principles for Non-Profit Organizations
 - A-133, Audit of States, Local Governments, and Non-Profit Organizations
 - A-102, Grants and Cooperative Agreements with State and Local Governments
 - A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals, and Other Non-Profit Organizations
- D. Certifications and Assurances – Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94, the Grantee will provide a drug-free workplace. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Drug-Free Workplace Requirement Certification.
- E. Trafficking Victims Protection Act of 2000.** This federal award is subject to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g), 2 CFR 175.15). As such, the awarding federal agency may unilaterally terminate this award without penalty for violations of this Act. If the Grantee is a private entity, the following provision applies to the federal award:
- You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.

27. DEBARMENT AND SUSPENSION.

- A. Grantee Federal Certification.** In accordance with Executive Order 12549, Debarment and Suspension, the Grantee shall agree and certify that neither it, nor its principals, is presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

- B. **Grantee Commission Certification.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, Certifications and Assurances. This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

28. PROHIBITION AGAINST LOBBYING.

- A. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Agreement, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
- B. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.
- C. **Prohibition against Using Agreement Funds for the Purpose of Lobbying.** In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Upon request of the Commission's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility.
- D. **Grantee's Completion of Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Certification Regarding Lobbying.

29. AGREEMENT-RELATED PROCUREMENT.

- A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, under this contract shall be purchased from [PRIDE] In the same manner and under the same procedures set

forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, under this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this agreement, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. Procurement of Recycled Products or Materials.** The Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with Section 403.7065, F.S.

30. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

The Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work.

31. PROFESSIONAL SERVICES.

- A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or

professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. Termination for Breach. For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

32. INDEMNIFICATION. If the Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Grantee is not a state agency or subdivision as defined above, the Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, or subcontractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

33. NON-DISCRIMINATION.

A. Non-Discrimination in Performance. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

B. Discriminatory Vendor List. In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

34. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

35. NO THIRD PARTY RIGHTS. The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a Party to this Agreement.

36. JURY TRIAL WAIVER. As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

37. **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.
38. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**
- A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Grantee during the contract term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
 - B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - C. **Enrollment in E-Verify.** If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
 - D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
 - E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.
39. **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the

delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

40. **TIME IS OF THE ESSENCE.** Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for the Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A, Scope of Work.
41. **ENTIRE AGREEMENT.** This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

SIGNATURE *Lumon J. May*
Lumon J. May, Chairman

Name: _____

Title: _____

Date: January 16, 2014

SIGNATURE _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by FWC Attorney:

Name: *Anilla Priale*

Date: 1/14/14



Attachments in this Agreement include the following:

- | | | |
|------------|---|---|
| Attachment | A | Scope of Work |
| Attachment | B | Certifications and Assurances |
| Attachment | C | Requirements of the Federal and Florida Single Audit Acts |

Approved as to form and legal sufficiency.

By/Title: *K. H. [Signature] ACA*
 Date: 1/15/14

Attachment A – SCOPE OF WORK

Project Name:	Ex-Oriskany PCB Artificial Reef Monitoring Project	FWC Contract No.	13225
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1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

- A. DESCRIPTION OF GOOD/SERVICES.** The objective of this activity is to conduct post-deployment tissue sampling of recreationally targeted legal size reef fish for polychlorinated biphenyls (PCBs) associated with the former Navy decommissioned aircraft carrier the *Ex-Oriskany* (CVA-34) (Oriskany Reef) sunk May 17, 2006 as an artificial reef in federal waters off Escambia County, Florida
- B. BACKGROUND.** The Oriskany Reef is located in the Gulf of Mexico, in 212 feet of water approximately 22.3 nautical miles from Pensacola Pass on a heading of 138 degrees. The Oriskany Reef rests upright on the sand seafloor, bow facing south, in a north-south orientation in the southeast quadrant of the 77 square nautical mile Escambia East Large Area Artificial Reef Site (LAARS) The Oriskany Reef coordinates are: 30° 02.533' N. Latitude; 87° 00.397' West Longitude. Sampling methodologies and analysis will be in compliance with the conditions of the February 16, 2006 EPA Region IV Risk based Disposal Permit as amended July 16, 2007, and the **COMMISSION's** Oriskany Reef monitoring plan (Revision 4, June 25, 2007).

A fixed-price payment is established herein for PCB analysis of up to 120 reef fish collected from the Oriskany Reef and if needed, from one or more control sites. For each reef fish sample, there shall occur the analysis and reporting of total PCB concentrations (picograms/gram wet weight in reef fish skin-on lateral muscle fillet, percent lipids, concentrations of 209 individual PCB congeners, and ten PCB homolog concentrations) at a price not to exceed \$750 per individual fish sample (up to \$90,000 for analysis of 120 fish). A laboratory generated report of the analysis results of each batch of fish from a given sampling effort shipped to the analytical lab shall be provided by the lab both as a .pdf file and Excel spread sheet at no additional cost. The **GRANTEE** shall deliver laboratory report results electronically to the **COMMISSION's** Contract Manager within five working days after the receipt of the reports from the analytical laboratory. A fixed price of \$500 shall be provided to the **GRANTEE** upon receipt and acceptance by the **COMMISSION's** Contract Manager for each of two formal fields report documenting in detail fish sampling activities undertaken during each fish sampling event. Payment under this Agreement may be made to the **GRANTEE** in the form of one partial and one final payment.

The reef monitoring to be funded consists of the following elements: Sampling methodologies and analysis will be in compliance with the conditions of the EPA Region IV ex-Oriskany PCB Risk based Disposal Permit as amended, the **COMMISSION's** Oriskany Monitoring Plan and any additional direction provided by the EPA, the Florida Department of Health, or the **COMMISSION**; The **GRANTEE** shall coordinate closely with the **COMMISSION** on all aspects of sample collection activities.

Attachment A – SCOPE OF WORK

Project Name:	Ex-Oriskany PCB Artificial Reef Monitoring Project	FWC Contract No.	13225
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C. SUPPORT OF COMMISSION MISSION. Sampling of the recreationally targeted legal size reef fish for polychlorinated biphenyls (PCBs) at the Oriskany Reef is a requirement of the conditions of the February 16, 2006 EPA Region IV Risk based Disposal Permit as amended July 16, 2007 issued to the COMMISSION and Escambia County. This sampling agreement with Escambia County provides the guidance and necessary funding to ensure compliance with the February 16, 2006 EPA Region IV Risk based Disposal Permit, and ultimately ensures the human health and safety associated with recreationally targeted legal size reef fish at the Oriskany Reef.

D. DEFINITIONS. The terms and abbreviations used herein shall have the meanings as defined defined below.

- i. “Oriskany Reef” means the former Navy decommissioned aircraft carrier the *Ex-Oriskany* (CVA-34) sunk as an artificial reef on May 17, 2006 in 212 feet of water approximately 22.3 nautical miles from Pensacola Pass on a heading of 138 degrees in the Gulf of Mexico.
- ii. “Control Reef” means an artificial reef located in the Gulf of Mexico within a 10 nautical mile radius of the Oriskany Reef.
- iii. “EPA” means the United States Environmental Protection Agency, Region 4.
- iv. “EELAARS” means the Escambia East Large Area Artificial Reef Site.
- v. “PCB” means polychlorinated biphenyls.

2. DELIVERABLES

A. Deliverable #1 (Fish collection and PCB analysis)

- i. **Specific Project Deliverables & Associated Tasks.** Analysis and reporting of the total PCB concentration (picograms/gram wet weight in reef fish skin-on lateral muscle fillet, percent lipids, concentrations of 209 individual PCB congeners, and ten PCB homolog concentrations) from each fish sampled from the Oriskany Reef or Control Reef collected in accordance with the COMMISSION’s Oriskany Reef monitoring plan (Revision 4, June 25, 2007).
- ii. **Minimum Level of Performance.** For each fish sampled, PCB congener analysis will involve a quantitative analysis of all 209 PCB congeners (ppm) by gas chromatography/mass spectrometry using the selective ion monitoring mode (SIM),

Attachment A – SCOPE OF WORK

Project Name:	Ex-Oriskany PCB Artificial Reef Monitoring Project	FWC Contract No.	13225
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analysis of picograms/gram wet weight in reef fish skin-on lateral muscle fillet, and analysis of percent lipids. Sample collection methods, shipping, chain of custody, and all analysis must be in compliance with the minimum sampling methodologies and analysis described in the **COMMISSION's** Oriskany Reef monitoring plan (Revision 4, June 25, 2007), including the plan's appendices which describe the Standard Operating Procedures for quantitative analysis of each sample.

- iii. **Documentation / Criteria Used as Evidence of Performance.** Documentation will be a laboratory report listing each fish sampled, providing data on total PCBs (ppb), all individual 209 PCB congeners (ppb), quantifications of percent lipids, percent moisture from individual wet weight fish tissue fillets, sample collection methods, shipping, and chain of custody labels for each fish sampled. The laboratory report shall be provided as a .pdf document, and all tabular results shall also be provided digitally in the form of an Excel spreadsheet in a format acceptable to the **COMMISSION**.
- iv. **Timeline for Completion.** Each fish sampled shall be collected in accordance with the schedule described in the **COMMISSION's** Oriskany Reef monitoring plan (Revision 4, June 25, 2007), and all reports shall be delivered prior to the grant expiration date to be eligible for reimbursement.

B. Deliverable #2 (Field Reports)

- i. **Specific Project Deliverables & Associated Tasks.** The field reports shall summarize all field, administrative, and sample storage and shipping activities related to completion of each sampling event.
- ii. **Minimum Level of Performance.** At a minimum, each field report shall include a description of the weather and sea conditions, sampling duration, methods, sampling vessel, names of all individuals participating in the sampling event, representative photos, and a listing of the fish species, length, and sample number retained for analysis.
- iii. **Documentation / Criteria Used as Evidence of Performance.** Documentation will be an electronic .pdf document completed to the satisfaction of the **COMMISSION** providing a written narrative of the weather and sea conditions, sampling duration, methods, sampling vessel, names of all individuals participating in the sampling event, representative photos, and a listing of the fish species, length, and sample number retained for analysis.
- iv. **Timeline for Completion.** The field report will be submitted to the Commission for review within 30 days of the completion of the field sampling trip.

Attachment A – SCOPE OF WORK

Project Name:	Ex-Oriskany PCB Artificial Reef Monitoring Project	FWC Contract No.	13225
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3. FINANCIAL CONSEQUENCES

- A. If samples are not collected or analyzed in compliance with the standards set forth in the **COMMISSION's** Oriskany Reef monitoring plan (Revision 4, June 25, 2007), the budget amount allocated for that deliverable will be deducted from the **GRANTEE's** payment.
- B. If the reports are not provided to the satisfaction of the **COMMISSION**, the budget amount allocated for that deliverable will be deducted from the **GRANTEE's** payment.
- C. If the **GRANTEE** fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the **GRANTEE's** payment.

4. PERFORMANCE

- A. The **GRANTEE** shall ensure that any permits required for fish collection (e.g., Letter of Acknowledgement from the NOAA Southeast Regional Office) have been authorized, are current and include specific authorization for the selected sampling vessel (name and Coast Guard Documentation No.).
- B. The harvest of all marine species for personal use regulated under Chapter 68B, Florida Administrative Code by any means whatsoever by any individuals operating from vessels during the work days these individuals and/or vessels are hired to be engaged in the support of survey and monitoring work funded under this agreement is prohibited. Harvest of marine organisms from monitoring sites designated under this agreement by personnel or other individuals on board vessels supporting monitoring activities on the same day as the survey/monitoring activity is occurring, shall result in immediate termination of this agreement and nonpayment for any services undertaken on the day the noncompliance with this paragraph was reported or otherwise identified.
- C. Any published articles related to this artificial reef activity should reflect the role of the Florida saltwater fishing license revenues in assisting in the funding of this activity.

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Attachment A – SCOPE OF WORK

Project Name:	Ex-Oriskany PCB Artificial Reef Monitoring Project	FWC Contract No.	13225
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5. COMPENSATION AND PAYMENT

- A. FEE SCHEDULE.** For satisfactory completion of two field sampling reports and a maximum of one hundred and twenty (120) individual reef fish PCB sample analyses with accompany laboratory results reports, the **COMMISSION** agrees to pay the **GRANTEE** a maximum of **\$91,000.00** on a fixed price basis according to the cost per unit in the following table:

Monitoring Deliverables	Unit Number	Cost Per Unit	Total Cost
PCB analysis of fish tissue	120 fish	\$750.00	\$90,000.00
Field Report	2	\$500.00	\$1,000.00
TOTAL			\$91,000.00

- B. INVOICE SCHEDULE.** See Contract for applicable terms and conditions related to the invoice schedule.
- C. TRAVEL EXPENSES.** See Contract for applicable terms and conditions related to travel expenses.
- 6. MONITORING SCHEDULE.** No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of the agreement.
- 7. INTELLECTUAL PROPERTY RIGHTS.** See Contract for applicable terms and conditions related to the intellectual property rights.
- 8. SUBCONTRACTS.** See Contract for applicable terms and conditions related to subcontracts.
- 9. INSURANCE.** See Contract for applicable terms and conditions related to insurance.
- 10. SECURITY AND CONFIDENTIALITY.** See Contract for applicable terms and conditions related to security and confidentiality.
- 11. RECORD KEEPING REQUIREMENTS.** See Contract for applicable terms and conditions related to record keeping requirements.
- 12. NON-EXPENDABLE PROPERTY.** The GRANTEE is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Contract.
- 13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY.** See Contract for applicable terms and conditions related to the purchase or improvement of real property.

**Attachment B
CERTIFICATIONS AND ASSURANCES**

The Commission will not enter this Agreement unless Grantee completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Grantee provides the following certifications and assurances:

- A. Debarment and Suspension Certification (2 CFR Part 1400)**
 - B. Certification Regarding Lobbying (31 U.S.C. 1352)**
 - C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)**
 - D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)**
 - E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)**
- A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned Grantee certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Agreement 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Agreement.

- B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned Grantee certifies, to the best of his or her knowledge and belief, that:

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 Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than 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 employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. 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.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Grantee understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

**D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(If Grantee is a Recipient of Subrecipient of Federal Financial Assistance)**

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph D.1. of this certification.
4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Agreement, the employee will:

- a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Grantee is an individual, the Grantee certifies that:

1. As a condition of the grant, Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Grantee will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Grant is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Grantee hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Grantee also hereby certifies that it is not engaged in business operations in Cuba or Syria.

Grantee understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Grantee to civil penalties, attorney's fees, and/or costs.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Grant.

By signing below, Grantee certifies the representations outlined in parts A through E above are true and correct.

(Signature and Title of Authorized Representative)

Grantee Lumon J. May, Chairman Date 1/14/2014

(Street)

(City, State, ZIP Code)



Approved as to form and legal sufficiency.

By/Title: [Signature]

Date: [Signature]

Attachment C
AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor may be subject to audits and/or monitoring by the Commission as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

- A. This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.
- B. In the event that the Contractor expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. Such audits shall cover the entire Contractor's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.

- E. If not otherwise disclosed as required by section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.
- F. If the Contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Contractor's resources obtained from other-than Federal entities).
- G. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Contractor shall ensure that the audit complies with the requirements of section 215.97(7), F.S. This includes submission of a financial reporting package as defined by section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- C. If the Contractor expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Contractor expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Contractor's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at: <https://apps.fldfs.com/fsaa/singleauditact.aspx>.

PART III: REPORT SUBMISSION

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this

Attachment shall be submitted by or on behalf of the Contractor directly to each of the following at the address indicated:

1. The Commission at the following address:

**Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**

2. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse):

**Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132**

3. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

B. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Contractor received the audit report); copies of the reporting package described in Section .320 (d), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph c.) below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Contractor directly to each of the following:

1. The Commission at the following address:

**Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**

- 2) The Auditor General's Office at the following address:

**Auditor General's Office
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450**

- D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors and sub-contractors, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor/sub-contractor in correspondence accompanying the reporting package.

- End of Attachment C -

**Exhibit 1
FEDERAL AND STATE FUNDING DETAIL**

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	CFDA Title	Amount
N/A	N/A	N/A
	Total Federal Awards	N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	Compliance Requirements
N/A	N/A

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	CFDA Title	Amount of Matching Funds
N/A	N/A	N/A
	Total Matching Funds Associated with Federal Programs	N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	CSFA Title	Amount
77-007	Florida Artificial Reef Program	\$91,000.00
	Total State Awards	\$91,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	Compliance Requirements

State Project(s) Compliance Requirements	
77-007	Only the goods and/or services described within the attached Agreement and Attachment A are eligible expenditures for the funds awarded.
77-007	All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- End of EXHIBIT 1 -



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5637

County Administrator's Report 15. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: Acceptance of a Drainage Easement on Helton Lane

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage Easement on Helton Lane from Ruby L. Odom - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a 30-foot-wide drainage easement (approximately 0.16 acres) on Helton Lane from Ruby L. Odom:

- A. Accept the donation of a 30-foot-wide drainage easement (approximately 0.16 acres) on Helton Lane from Ruby L. Odom;
- B. Authorize the payment of documentary stamps as the easement is being donated for governmental use for road and drainage improvements and the County benefits from the acceptance of this drainage easement, which enhances the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Drainage Easement as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

BACKGROUND:

Helton Lane is a County-maintained road extending east and then south off Klondike Road. There is an issue with stormwater drainage at the southern terminus of Helton Lane, which requires a drainage easement across property owned Ms. Ruby Odom. Ms. Odom has agreed to donate a 30 foot wide drainage easement (approximately 0.16 acres) along the southern boundary of her property. Board approval is required for the Board's acceptance of the donated drainage easement.

BUDGETARY IMPACT:

Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easement was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Drainage Easement
parcel information
Map

This document was prepared by:
Stacey S. Ward
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505
A Portion of 23-1S-31-3302-000-004

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 27 day of January, 2014, by and between Ruby L. Odom, un-remarried widow, (by Hilda Odom Burgett, her attorney-in-fact), whose mailing address is 4800 Helton Lane, Pensacola, Florida 32526 (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 23, Township 1S, Range 31 West, Escambia County, Florida;

WHEREAS, the Grantor is the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable considerations, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

Legal or Exhibit "A"

GRANTOR also does hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantor, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantor, itself, its successors and assigns, agree to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

Witness

Print Name

Stacey S. Ward

Witness

Print Name

Bernie W. Manning

By:

for: Ruby L. Odom
by: Hilda Odom Burgett P.O.A.
Ruby L. Odom, by Hilda Odom Burgett,
her attorney-in-fact

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27 day of January, 2014, by Hilda Odom Burgett, as attorney-in-fact for Ruby L. Odom. She (X) is personally known to me or (X) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W. Manning
Signature of Notary Public
Bernie W. Manning
Printed Name of Notary Public

ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the _____ day of _____, 2014, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISISONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By

Title

Date

[Signature]
Asst. County Attorney
Jan. 27, 2014

EXHIBIT A

Legal Description

30-ft non-exclusive Drainage Easement

Property Reference Number 23-1S-31-3302-000-004

December 5, 2013

A 30-ft wide non-exclusive Drainage Easement over the South 30-ft of the following described parcel:

A portion of the West Half of the Southwest Quarter of the Southwest Quarter of Section 23, Township 1 South, Range 31 West, Escambia County, Florida, described as follows:

Begin at the Southeast corner of the West Half of the Southwest Quarter of the Southwest Quarter of Section 23, Township 1 South, Range 31 West, for the Point of Beginning of this description; thence run North 77 feet; thence run West 238 feet; thence South 77 feet; thence run East 238 feet to the Point of Beginning.

The above described parcel is recorded in Official Record Book 3519 at page 902 in the public records of Escambia County, Florida.

DURABLE POWER OF ATTORNEY AND
DESIGNATION OF HEALTH CARE SURROGATE
UNDER SECTIONS 709.08 AND 765, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS

THAT I, RUBY L. ODOM, of 4800 Helton Lane, Pensacola, Florida 32526, referred to herein as PRINCIPAL, designate my daughter, HILDA ODOM BURGETT, of 705 Powers Ferry Road, S.E., Apartment 402, Marietta, Georgia 30067-2726, to be my attorney in fact and agent (hereinafter called "AGENT").

1. General Grant of Power. I hereby grant to my agent full power and authority to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or any interest in property owned by me, including, without limitation, my interest in all real property, including homestead real property; all personal property, tangible or intangible, all property held in any type of joint tenancy, including a tenancy in common, joint tenancy with right of survivorship, or a tenancy by the entirety; all property over which I hold a general, limited or special power of appointment; choses in action; and all other contractual or statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled; all as to such property now owned or hereafter acquired by me.

Except as otherwise limited by applicable law, or by this durable power of attorney, my agent has full power and authority to perform, without prior court approval, everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, and even though my attorney in fact may also be acting individually or on behalf of any other person or entity interested in the same matters. I hereby ratify and confirm that my agent shall lawfully have, by virtue of this durable power of attorney, the powers herein granted, including, but not limited to, the following:

a. To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pensions, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest.

b. To have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery of any property now or hereafter owned by me, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same.

c. To acquire, purchase, invest, reinvest, exchange, grant options to sell, and sell and convey personal property, tangible or intangible, or interest therein, for such price and on such terms and conditions as my agent will deem proper including, without limitation, stocks, bonds, warrants, debentures, commodities, precious metals, futures, currencies, and in domestic and foreign markets or investment funds, including common trust funds.

d. To execute stock powers or similar documents and to delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities either into or out of my name or nominee's name.

e. To redeem bonds issued by the United States Government or any of its agencies or any other bonds; and to purchase bonds issued by the United States Government that can be redeemed at par in payment of federal estate taxes.

f. To acquire, purchase, exchange, grant options to sell, and sell and convey any and all of my real estate, lands, tenements, leases, leaseholds or other property partaking of the nature of real estate or any part or parcel thereof, which I now own or may hereafter acquire, or interest therein, including my homestead real property, at public or private sale, for such price and on such terms and conditions as my agent shall deem proper; to execute any and all documents necessary to effectuate same including, but not limited to, contracts, deeds, affidavits, bills of sale, assignments and closing statements; provided, however, that if I am married, my agent may not convey or dispose of my homestead property without joinder of my spouse or my spouse's legal guardian. Joinder by my spouse may be accomplished by the exercise of authority in a durable power of attorney executed by my joining spouse, and either my spouse or I may appoint the other as attorney in fact and agent.

g. To maintain, repair, improve, invest, manage, partition, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or in any interest therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as my agent shall deem proper; and to execute, acknowledge and deliver all instruments necessary to effectuate the foregoing.

h. To open and maintain savings, checking, money market, and other accounts in my name or otherwise in any bank or financial institution or with any insurance or brokerage firm; to make and endorse checks, drafts, or other commercial or mercantile instruments, deposit and withdraw funds, specifically including withdrawals from any savings account or loan deposits; to acquire and redeem certificates of deposit and to utilize and manage such accounts; to deal generally in my behalf with any instrument for the payment of money in which I may have an interest; and to execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted.

i. To borrow from time to time such sums of money upon such terms as my agent shall deem appropriate for, or in relation to, any of the purposes or objects described herein, upon the security of any of my property whether real or personal, or otherwise, and for such purposes to give, execute, deliver and acknowledge mortgages with such powers and provisions as my agent may think proper, and also such notes, bonds, or other instruments as may be necessary or proper in connection therewith; provided, however, that if I am married, my agent may not mortgage my homestead property without joinder of my spouse or my spouse's legal guardian. Joinder by my spouse may be accomplished by the exercise of authority in a durable power of attorney executed by my joining spouse, and either my spouse or I may appoint the other as attorney in fact and agent.

j. To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

k. To conduct or participate in any lawful business of whatever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; enter into voting trusts and other agreements or subscriptions; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.

l. To make gifts to charitable organizations or to or in trust for my spouse or any descendant of mine in connection with estate, gift, generation-skipping transfer, income or other tax planning for me or to qualify me for any government assistance program, provided that no gift may be made (i) to my agent, other than for my agent's health and maintenance, or (ii) to discharge my agent's legal obligations.

m. To consent to any gift and to utilize any gift-splitting provision or tax election; and to pay gift taxes, but only if in furtherance of my estate plan or of my desire to minimize taxes.

n. To transfer any or all assets of mine to any revocable trust created by me as to which trust I am, during my lifetime, a primary income or principal beneficiary.

o. To withdraw from any trust, whether revocable or irrevocable, in which I have a current beneficial interest, such amounts of the principal or accrued or collected but undistributed income of such trusts as I would be permitted to receive or withdraw, pursuant to any right of receipt or withdrawal contained in such trusts.

p. To make, execute and file any and all declarations, joint or separate returns, waivers, consents, claims and other instruments or forms (including, without limitation, IRS Form 2848 Power of Attorney and Petition of Appeal to the United States Tax Court) relating to Federal, State, municipal and other taxes or assessments, including income, transfer, property, excise and other taxes of whatever nature and whether imposed or required by any domestic or by any foreign authority, and in connection with any such taxes or assessments due or claimed or believed to be due from me or in respect of any property or rights which I may own or in which I may have any interest.

q. To represent me before any office of the Internal Revenue Service, state agency, or any other governmental or municipal body or authority of whatever nature, domestic or foreign, and to conduct and transact any case, claim or matter whatsoever in connection therewith; to receive confidential information regarding tax matters for all periods, whether before or after the execution of this instrument; and to make tax elections.

r. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

s. To exercise any statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled; to renounce or disclaim any interest otherwise passing to me by testate or intestate succession or by inter vivos transfer.

t. To employ as investment counsel, custodians, brokers, accountants, appraisers, attorneys at law or

R.L.O. R.L.O.

other agents, such persons, firms or organizations, including my said agent and any firm of which my said agent may be a member or employee, as deemed necessary or desirable; to pay such persons, firms or organizations such compensation as is deemed reasonable; and to determine whether or not to act upon the advise of any such agent without liability for acting or failing to act thereon.

2. Health Care Surrogate Provisions. In the event that I have been determined to be incapacitated to provide informed consent for medical treatment and surgical and diagnostic procedures, I designate as my Health Care Surrogate for health care decisions, the attorney in fact and agent named herein, HILDA ODOM BURGETT, whose telephone number is (678) 560-1152. This designation revokes any prior Health Care Surrogate designation which I may have made. This designation is not being made as a condition of treatment or admission to a health care facility. I fully understand that this designation will permit my surrogate to make health care decisions and to provide, withhold or withdraw consent on my behalf; to apply for public benefits to defray the cost of health care; and to authorize my admission to or transfer from a health care facility.

I hereby grant to my Health Care Surrogate full power and authority to do everything necessary in exercising the powers herein granted as fully as I might or could do if I were personally able to make health care treatment decisions on my behalf, and I hereby grant the following specific powers to my Health Care Surrogate without limiting any other rights and authority:

- a. To contract in my name and on my behalf for all health care services, including, without limitation, medical, hospital and nursing care, which, in the opinion of my Health Care Surrogate, I may require.
- b. To grant releases to medical personnel.
- c. To employ and discharge medical personnel.
- d. To have access to and to disclose medical records and other personal information of mine.
- e. To terminate the services of any health care institution and arrange for my transfer to another health care institution.
- f. To act as a party, whether as a plaintiff or a defendant or otherwise, in a court action in the event it is necessary to enforce my rights under this instrument.
- g. To expend or withhold funds necessary to carry out my medical treatment.
- h. To consent to the performance of an autopsy.
- i. My Health Care Surrogate shall specifically be excepted from making those decisions as may be subject to a Living Will which I may have executed; if no such Living Will is found, I delegate to my Health Care Surrogate the authority to consent to any withholding or withdrawing of life-prolonging procedures as may be described in Part III of Chapter 765 of the Florida Statutes, as the same may be amended from time to time.

My Health Care Surrogate shall not be liable or responsible for any costs or expenses of my medical treatment or care except as expressly stated by Statute. I confirm that I will be and remain liable to pay for

such health care services provided me at the direction of my Health Care Surrogate and confirm that my Health Care Surrogate shall have no liability to pay for any health care services contracted for on my behalf.

3. Interpretation and Governing Law. This instrument is to be construed and interpreted as a general durable power of attorney as provided for in Florida Statute Section 709.08, and as a Health Care Surrogate as provided for in Florida Statute Section 765. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent. This instrument is executed and delivered in the State of Florida, and the laws of the State of Florida shall govern all questions as to the validity of this power and the construction of its provisions. However, it is my intention that this power of attorney shall be exercisable in any other state or jurisdiction where I may have any property or interests in property.

4. Third-Party Reliance. Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent in this durable power of attorney, and no person who may act in reliance upon the representations of my agent shall incur any liability to me or to my estate, beneficiaries, or joint owners as a result of permitting my agent to exercise any power prior to the receipt of written notice of revocation, suspension, notice of a petition to determine incapacity, partial or complete termination, or my death. Any third party may rely on a duly executed counterpart of this instrument, or a copy certified by my agent to be a true copy of the original hereof, as fully and completely as if such third party had received the original of this instrument.

5. Disability of Principal. THIS DURABLE POWER OF ATTORNEY SHALL NOT BE AFFECTED BY MY SUBSEQUENT INCAPACITY, EXCEPT AS PROVIDED IN S. 709.08, FLORIDA STATUTES, OR ANY SUCCESSOR PROVISION OF LAW.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 24 day of September 2001.

Ruby Lee Olson
RUBY L. OLSON

R.L.O. R.L.O.

SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Signature of Witness

Print Name: LOUISE L. SIMMONS

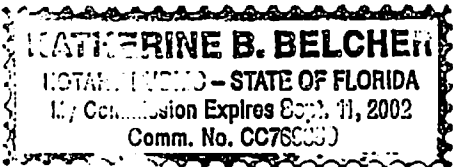
Laura Delmont
Signature of Witness

Print Name: LAURA DELMONT

STATE OF FLORIDA)

COUNTY OF ESCAMBIA)

The foregoing Durable Power of Attorney and Designation of Health Care Surrogate was acknowledged before me this 24 day of September 2001, by RUBY L. ODOM, who is personally known to me or who has produced FID# 350754-99588-0 as identification.

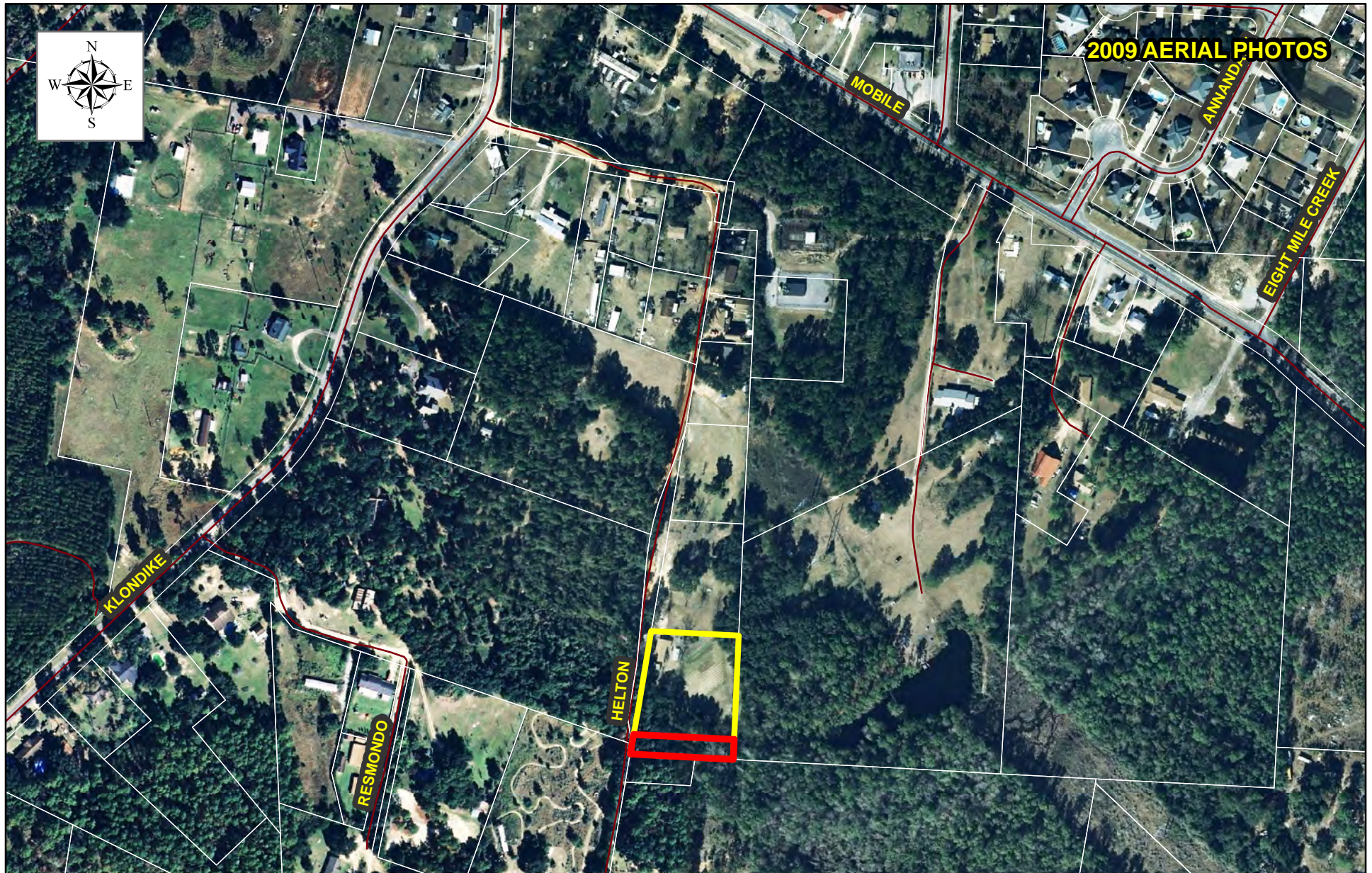


Katherine B. Belcher
Notary Public
Print Name: KATHERINE B. BELCHER
My Commission Expires: 9/11/2002

Source: Escambia County Property Appraiser

General Information Reference: 231S313302000004 Account: 091077000 Owners: ODOM RUBY Mail: 4800 HELTON LN PENSACOLA, FL 32526 Situs: 4800 HELTON LN 32526 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	2013 Certified Roll Assessment Improvements: \$24,018 Land: \$16,986 <hr/> Total: \$41,004 Save Our Homes: \$37,543 Disclaimer Amendment 1/Portability Calculations																								
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1994</td> <td>3519</td> <td>902</td> <td>\$3,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1977</td> <td>1114</td> <td>245</td> <td>\$4,100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1967</td> <td>361</td> <td>883</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/1994	3519	902	\$3,000	WD	View Instr	01/1977	1114	245	\$4,100	WD	View Instr	01/1967	361	883	\$100	WD	View Instr	2013 Certified Roll Exemptions HOMESTEAD EXEMPTION, WIDOW Legal Description BEG AT SE COR OF FRAC W1/2 OF SW1/4 OF SW1/4 FOR POB CONTINUE N 290 FT W 210 FT S 290 FT E 238 FT... Extra Features METAL BUILDING UTILITY BLDG
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
01/1994	3519	902	\$3,000	WD	View Instr																				
01/1977	1114	245	\$4,100	WD	View Instr																				
01/1967	361	883	\$100	WD	View Instr																				
<div style="display: flex; justify-content: space-between;"> <div data-bbox="61 1098 228 1661"> Parcel Information Section Map Id: 23-1S-31-2 Approx. Acreage: 1.6300 Zoned: R-R Evacuation & Flood Information Open Report </div> <div data-bbox="228 1098 1560 1906" style="flex-grow: 1;"> <div style="text-align: right; margin-bottom: 10px;"> Launch Interactive Map </div> </div></div>																									

HELTON LANE DRAINAGE EASEMENT



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 12/16/13 DISTRICT 1



Odom Property/ 23-1S-31-3302-000-004



30' Drainage Easement



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5639

County Administrator's Report 15. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: Acceptance of Property for Blue Berry Lane Paving and Drainage Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of the Donation of Eight Parcels of Real Property for Blue Berry Lane Paving and Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of eight parcels of real property located on Blue Berry Lane for road paving and drainage improvements:

A. Accept the donation of eight parcels of real property located on Blue Berry Lane from the following eight property owners for road paving and drainage improvements:

Property Owner	Parcel Reference Number	Acreage
1. Mary Nell Wells	12-2N-32-2100-000-000	Approximately 2.25 acres
2. Bobby E. & Mary Nell Wells	12-2N-32-1103-000-000	Approximately 0.31 acres
3. Michael W. & Sherri A. Rhodes	01-2N-32-3101-011-001	Approximately 0.31 acres
4. Dorothy S. Simmons	12-2N-32-1420-000-000	Approximately 0.08 acres
5. Angelia Dillashaw & Jon L. Bruntlett	01-2N-32-3101-000-000	Approximately 0.02 acres
6. Joseph M. Sr. & Wilhelmina H. Doyle	01-2N-32-4310-000-000	Approximately 0.29 acres
7. Rebecca Ann Johnson	12-2N-32-4000-000-000	Approximately 0.05 acres
8. F. Eugene Booker	12-2N-32-2100-000-001	Approximately 0.89 acres

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Warranty

Deeds as of the day of delivery of the Warranty Deeds to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

BACKGROUND:

The County has a project in design to make road paving and drainage improvements on Blue Berry Lane, located east off Barrineau Park School Road. Due to limited right-of-way on Blue Berry Lane it was determined that additional property would be required to facilitate the paving and drainage project. The foregoing eight property owners have agreed to donate portions of the properties they own on Blue Berry Lane to facilitate the road paving and drainage improvements project. Board approval is required for the Board's acceptance of the donated properties.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deeds were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Warranty Deeds

Aerial View Map

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of Parcel 12-2N-32-2100-000-000
Blueberry Lane Paving Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 18th day of November, 2013, by and between Mary Nell Wells, a married woman, whose address is 5815 Forest Ridge Drive, Pensacola, Florida 32526 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

GRANTOR certifies, warrants and covenants that neither the Grantor described property, and that the above described property does not constitute any part of the Grantor's homestead nor any of his family reside on the above under the laws of the State of Florida.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness A.E. Booker
Print Name F.E. BOOKER
Witness Bernie W Manning
Print Name Bernie W Manning

By: Mary Nell Wells
Mary Nell Wells

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of November, 2013, by Mary Nell Wells. She is personally known to me, or (☒) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman
Lumon J. May

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By Chick
Title Att. County Attorney
Date Nov. 25, 2013

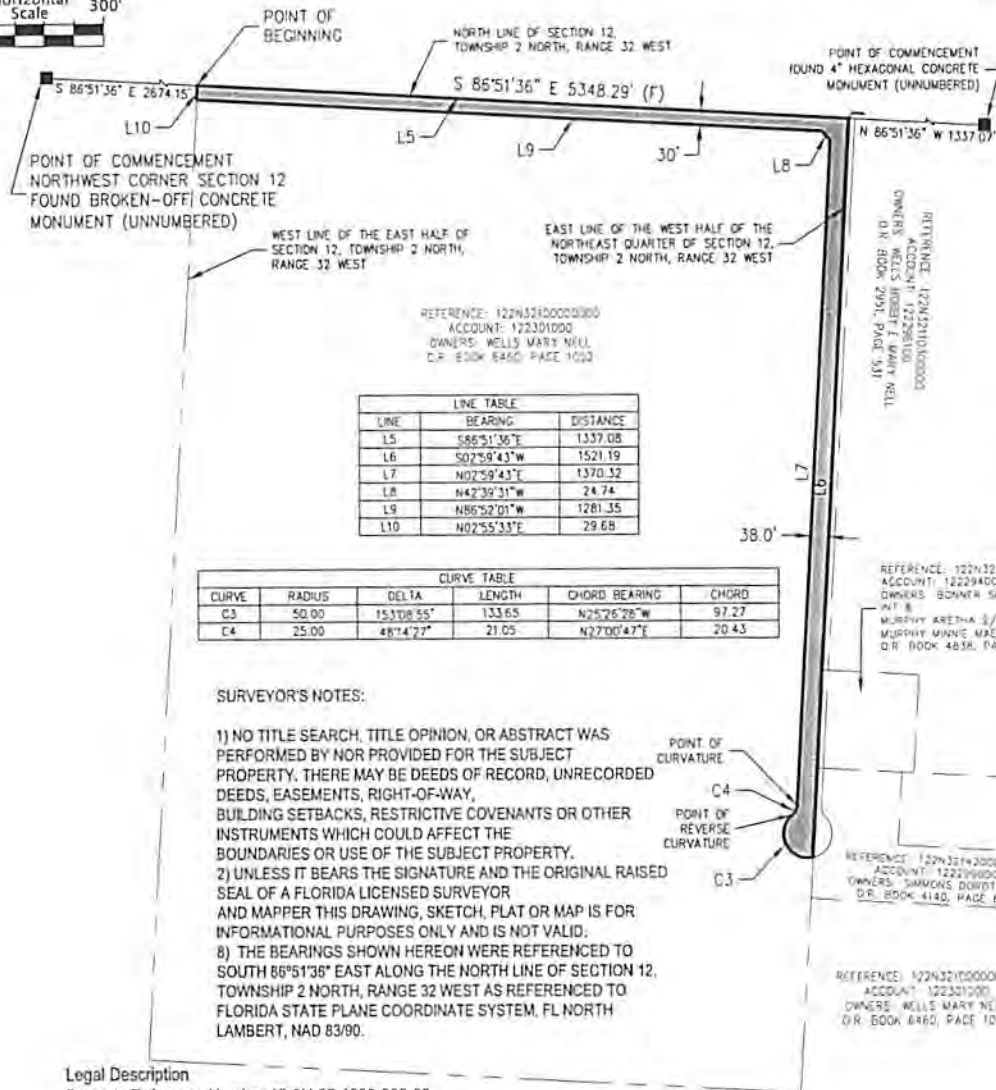
LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"



LEGEND

O.R. = OFFICIAL RECORD

= AREA FOR PUBLIC RIGHT-OF-WAY



Legal Description
Property Reference Number 12-2N-32-1000-000-00
Parcel for Escambia County Public Right-of-Way
August 12, 2013

A parcel of land for Escambia County Public Right-of-Way lying and being in Section 12, Township 2 North, Range 32 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 12; thence go South 86°51'36" East along the North line of said Section for 2674.15 feet to the West line Northeast Quarter of said Section for the **Point of Beginning**; thence continue South 86°51'36" East along the North line of said Section for 1337.08 feet to the East line of the West Half of the Northeast Quarter of said Section 12; thence departing said North line go South 02°59'43" West along said East line for 1521.19 feet to a point on a non-tangent circular curve concave to the East and having a radius of 50.00 feet; thence in a Northerly direction along the arc of said curve go 133.65 feet (Chord Bearing North 25°26'28" West ~ Chord 97.27 feet to the Point of Reverse Curvature of a circular curve concave to the Northwest and having a radius of 25.00 feet; thence in a Northeasterly direction along the arc of said curve go 21.05 feet (Chord Bearing North 27°00'47" East ~ Chord 20.43 feet to a Point of Tangency; thence go North 02°59'43" East for 1370.32 feet; thence go North 42°39'31" West for 24.74 feet; thence go North 86°52'01" West for 1281.35 feet to the aforementioned West line Northeast Quarter of said Section 12; thence go North 02°55'33" East for 29.68 feet to the Point of Beginning, containing 2.25 acres, more or less.

LEGAL DESCRIPTION AND SKETCH - THIS IS NOT A SURVEY

Drawn By: JMK / CSR	Project No.: 20120009
Survey Date: 02/17/2012	Drawing No. L-4927A
Drawing Date: 08/12/2013	Field Book: 393 Page: 6-9
Section, Township, Range:	12, T-2N, R-32-W
Type of Survey:	Sheet No. 1 of 1
Legal Description and Sketch	Date:
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Date: _____
R.S. Colocato Professional Surveyor and Mapper No. 6049 State of Florida
The Legal Description and Sketch shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.



L:\Drawing\BIBLUBERRY LANE\20120009\dwg\Legals_Sketches_Wells-Mary.dwg

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of Parcel 12-2N-32-1103-000-000
Blueberry Lane Paving Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 18th day of November, 2013, by and between Bobby E. Wells and Mary Nell Wells, husband and wife, whose address is 5815 Forest Ridge Drive, Pensacola, Florida 32526 (Grantors), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTORS, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTORS covenants with Grantee that at the time of delivery of this deed, Grantors were well seized of the Property; Grantors have good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantors fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have signed and sealed these presents on the day and year first above written.

Witness F.E. Booker
Print Name F. E. BOOKER
Witness Bernie W Manning
Print Name Bernie W Manning

By: Bobby E. Wells
Bobby E. Wells

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of November, 2013, by Bobby E. Wells. He is personally known to me, or (✓) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

Witness F.E. Booker
Print Name F. E. BOOKER
Witness Bernie W Manning
Print Name Bernie W Manning

By: Mary Nell Wells
Mary Nell Wells

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of November, 2013, by Mary Nell Wells. She is personally known to me, or (✓) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date Nov. 25, 2013

EXHIBIT "A"

Legal Description

Property Reference Number 12-2N-32-1103-000-000

12-ft wide Parcel for Escambia County Public Right-of-Way

August 8, 2013

A 12-ft wide parcel of land for Escambia County Public Right-of-Way being the West 12 feet of the following described parcels of land recorded in Official Record Book 1409 at page 682 and Official Record Book 1787 at page 334 of the public records of Escambia County, Florida:

Official Records Book 1490, page 682:

The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 12, Township 2 North, Range 32 West, Escambia County, Florida containing 10 acres more or less.

AND

Official Records Book 1787, page 334:

The North Half of the Northeast Quarter of the Northeast Quarter of Section 12, Township 2 North, Range 32 West, Escambia County, Florida containing 20 acres more or less.

Less and Except any portion of the West 12 feet that falls within that certain parcel of land as recorded in Official Record Book 4838 at page 1023 of the public records of Escambia County, Florida.

The West 12 foot of the above described parcel contains 0.313 acres, more or less.

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of Parcel 01-2N-32-3101-011-001
Blueberry Lane Paving Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 28 day of October, 2013, by and between Michael W. Rhodes and Sherri A. Rhodes, husband and wife, whose address is 6062 Barrineau Park School Road, Molino, Florida 32577 (Grantors), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTORS, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTORS covenants with Grantee that at the time of delivery of this deed, Grantors were well seized of the Property; Grantors have good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantors fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have signed and sealed these presents on the day and year first above written.

Witness A.D. Bruntlett
Print Name A.D. Bruntlett
Witness Bernie W Manning
Print Name Bernie W Manning

By: Michael W. Rhodes
Michael W. Rhodes

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28 day of October, 2013, by Michael W. Rhodes. He is personally known to me, or ☒ has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

Witness Cynthia Lake
Print Name Cynthia Lake
Witness Cynthia Sonnier
Print Name CYNTHIA SONNIER

By: Sherri A Rhodes
Sherri A. Rhodes

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of November, 2013, by Sherri A. Rhodes. She is personally known to me, or ☐ has produced current Florida Drivers License as identification.

(Notary Seal)



JESSICA LINDSEY
COMMISSION # EE 75122
EXPIRES: March 17, 2015

Jessica Lindsey
Signature of Notary Public
Jessica Lindsey
Printed Name of Notary Public



JESSICA LINDSEY
COMMISSION # EE 75122
EXPIRES: March 17, 2015

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By *[Signature]*
Title *Asst. County Attorney*
Date *Nov. 25, 2013*

EXHIBIT "A"

Legal Description

Property Reference Number 01-2N-32-3101-011-001

20-ft wide Parcel for Escambia County Public Right-of-Way

August 7, 2013

A 20-ft wide parcel of land for Escambia County Public Right-of-Way being the South 20 feet of the following described parcel of land recorded in Official Record Book 5334 at page 336 of the public records of Escambia County, Florida:

Commence at the Southwest corner of Section 1, Township 2 North, Range 32 West, Escambia County, Florida; thence go South 88°20' 04" East along the South line of said Section 1 a distance of 1377.09 feet to the point of intersection of the Northerly right-of-way line of Barton Road (40' R/W) and the Easterly right-of-way line of Barrineau Park School Road (40' R/W); thence departing the aforesaid South line of Section 1, go North 01°22'35" East along said Easterly right-of-way a distance of 649.43 feet; thence departing said Easterly right-of-way line go South 88°25'25" East a distance of 670.40 feet; thence go South 00°53'49" West a distance of 650.53 feet to the aforesaid South line of said Section 1; thence go North 88°20'04" West along the said South line of Section 1 a distance of 675.85 feet to the Point of Beginning; the above described parcel of land is situated in a portion of Section 1, Township 2 North, Range 32 West, Escambia County, Florida, and contains 10.04 acres.

The South 20 foot of the above described parcel contains 0.31 acres, more or less.

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of Parcel 12-2N-32-1420-000-000
Blueberry Lane Paving Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 28 day of October, 2013, by and between Dorothy S. Simmons, f/k/a, Dorothy Jean Sledge, a single woman, whose address is P.O. Box, Cantonment, Florida 32533 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness

Print Name

Witness

Print Name

By:

Dorothy S. Simmons

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28 day of October, 2013, by Dorothy S. Simmons. She is personally known to me, or ☒ has produced current Florida Drivers License as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

~~Gene M. Valentino~~, Chairman
Lumon J. May

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By

Title

Date

Asst. County Attorney
Nov. 22, 2013

**LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"**

POINT OF COMMENCEMENT
NORTHEAST CORNER SECTION 12
FOUND 4" HEXAGONAL CONCRETE
MONUMENT (UNNUMBERED)

NORTH LINE OF SECTION 12,
TOWNSHIP 2 NORTH, RANGE 32 WEST

S 86°51'36" E 5348.29' (F)

S 86°51'36" E 4011.22'

N 86°51'36" W 1337.07'

WEST LINE OF THE EAST HALF OF THE
NORTHEAST QUARTER OF SECTION 12,
TOWNSHIP 2 NORTH, RANGE 32 WEST

LEGEND
O.R. = OFFICIAL RECORD
[Shaded Area] = AREA FOR PUBLIC RIGHT-OF-WAY

LINE TABLE		
LINE	BEARING	DISTANCE
L2	S 86°51'36" E	12.00
L3	S 02°59'43" W	80.22
L4	N 02°59'43" E	184.44

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	25.00	48°08'18"	21.00	S 21°10'37" E	20.39
C2	50.00	123°33'51"	107.54	S 16°22'10" W	87.98

REFERENCE: 122N32110200000
ACCOUNT: 122289000
OWNERS: WELLS BOBBY E MARY NELL
O.R. BOOK 2951, PAGE 531

REFERENCE: 122N32110200000
ACCOUNT: 122289000
OWNERS: WELLS BOBBY E MARY NELL
O.R. BOOK 2951, PAGE 531

REFERENCE: 122N32142000000
ACCOUNT: 122289000
OWNERS: SIMMONS DOROTHY S
O.R. BOOK 4140, PAGE 555

POINT OF BEGINNING

L2

POINT OF CURVATURE

C1

POINT OF REVERSE CURVATURE

L4

C2

WEST LINE OF THE EAST HALF OF THE
NORTHEAST QUARTER OF SECTION 12,
TOWNSHIP 2 NORTH, RANGE 32 WEST

REFERENCE: 122N32110300000
ACCOUNT: 122286100
OWNERS: WELLS BOBBY E MARY NELL
O.R. BOOK 2951, PAGE 531

SURVEYOR'S NOTES:

- 1) NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- 2) UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- 8) THE BEARINGS SHOWN HEREON WERE REFERENCED TO SOUTH 86°51'36" EAST ALONG THE NORTH LINE OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 32 WEST AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, FL NORTH LAMBERT, NAD 83/90.

Legal Description
Property Reference Number 12-2N-32-1420-000-00
Parcel for Escambia County Public Right-of-Way
August 12, 2013

A parcel of land for Escambia County Public Right-of-Way lying and being in Section 12, Township 2 North, Range 32 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 12; thence go North 86°51'36" West along the North line of said Section for 1337.07 feet to the West line of the East Half of the Northeast Quarter of said Section; thence go South 02°59'43" West along said West line for 1336.76 feet to the Point of Beginning; thence departing said West line go South 86°54'17" East for 12.00 feet; thence go South 02°59'43" West for 80.22 feet to the Point of Curvature of a circular concave to the Northeast and having a radius of 25.00 feet; thence in a Southeasterly direction along the arc of said curve go 21.00 feet (Chord Bearing South 21°10'37" East - Chord 20.39 feet) to the Point of Reverse Curvature of a circular concave to the West and having a radius of 50.00 feet; thence in a Southerly direction along the arc of said curve go 107.54 feet (Chord Bearing South 16°22'10" West - Chord 87.98 feet) to the aforementioned West line of the East Half of the Northeast Quarter of said Section; thence go North 02°59'43" East along said West line for 184.44 feet to the Point of Beginning, containing 0.086 acres, more or less.

LEGAL DESCRIPTION AND SKETCH - THIS IS NOT A SURVEY

Drawn By: JMK / CSR	Project No.: 20120009	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date: 02/17/2012	Drawing No. L-4927A	
Drawing Date: 08/12/2013	Field Book: 393 Page: 6-9	
Section, Township, Range:	12, T-2-N, R-32-W	

Type of Survey: [] Sheet No. 1 of 1

Legal Description and Sketch

Revisions: [] Date: []

R.S. Colocato Professional Surveyor and Mapper No. 6049 State of Florida

The Legal Description and Sketch shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Date: []

Escambia County, Florida

L:\Drafting\B\BLUEBERRY LANE\20120009\dwg\Legals Sketches\dwg

Yours truly,
[Signature]



This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of Parcel 01-2N-32-3101-000-000
Blueberry Lane Paving Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 28 day of October, 2013, by and between Angelia Dillashaw Bruntlett and Jon L. Bruntlett, wife and husband, whose address is 4540 Blueberry Lane, Molino, Florida 32577 (Grantors), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTORS, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTORS covenants with Grantee that at the time of delivery of this deed, Grantors were well seized of the Property; Grantors have good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantors fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have signed and sealed these presents on the day and year first above written.

Witness Michael W. Rhodes
Print Name Michael W. Rhodes
Witness Bernie W. Manning
Print Name Bernie W. Manning

By: Angelia Dillashaw Bruntlett
Angelia Dillashaw Bruntlett

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28 day of October, 2013, by Angelia Dillashaw Bruntlett. She is personally known to me, or (☒) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W. Manning
Signature of Notary Public
Bernie W. Manning
Printed Name of Notary Public

Witness Michael W. Rhodes
Print Name Michael W. Rhodes
Witness Bernie W. Manning
Print Name Bernie W. Manning

By: Jon L. Bruntlett
Jon L. Bruntlett

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28 day of October, 2013, by Jon L. Bruntlett. He is personally known to me, or (☒) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W. Manning
Signature of Notary Public
Bernie W. Manning
Printed Name of Notary Public

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By

Title

Date

[Signature]
Asst. County Attorney
Nov. 22, 2013

EXHIBIT "A"

Legal Description

Property Reference Number 01-2N-32-3101-000-000

7-ft wide Parcel for Escambia County Public Right-of-Way

August 7, 2013

A 7-ft wide parcel of land for Escambia County Public Right-of-Way being the South 7.0 feet of the following described parcel of land recorded in Official Record Book 6037 at page 723 of the public records of Escambia County, Florida:

PARCEL "A"

Commence at a 4" diameter concrete monument, unnumbered marking the Southwest corner of Section 1, Township 2 North, Range 32 West, Escambia County, Florida, said corner being on the field monumented Northerly right-of-way line of Blue Berry Lane (40' R/W), thence go South 88°20'04" East along the South line of said Section 1 and said field monumented Northerly right-of-line a distance of 2052.94 feet; thence departing the aforesaid South line of Section 1, go North 00°53'49" East a distance of 13.00 feet to the point of beginning; thence continue North 00°53'49" East a distance of 637.53 feet; thence go South 88°25'25" East a distance of 291.54 feet; thence go South 01°21'50" West a distance of 637.93 feet; thence go North 88°20'04" West a distance of 286.35 feet to the point of beginning. The above described parcel of land situated in a portion of Section 1, Township 2 North, Range 32 West, Escambia County, Florida.

The South 7 foot of the above described parcel contains 0.022 acres, more or less.

This document prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AFFIDAVIT OF CONTINUOUS MARRIAGE

BEFORE ME, the undersigned authority, personally appeared **Jon L. Bruntlett and Angelia Dillashaw Bruntlett**, who, upon first being duly sworn, depose and state as follows:

1. Our names are Jon L. Bruntlett and Angelia Dillashaw Bruntlett. We are over the age of eighteen (18) years. We have personal knowledge of and are competent to testify to the matters stated in this affidavit.
2. We have been continuously married to each other from November 21, 2006, the time we acquired title to the property described in the Warranty Deed recorded in Official Record Book 6037 at Page 723 of the public records of Escambia County, Florida, through the date that we conveyed a portion of that property to Escambia County by the Warranty Deed executed on October 28, 2013 and recorded in the public records concurrently with this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 26th day of November, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

Print Name

Cody McCarty

Jon L. Bruntlett

Jon L. Bruntlett

Witness

Print Name

Bernie W. Manning

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of November, 2013, by Jon L. Bruntlett, who ☐ is personally known to me, ☒ produced current Florida Driver License as identification.

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W. Manning

Signature of Notary Public

Bernie W. Manning

Printed Name of Notary Public

(Notary Seal)

Witness Cody McCarty
Print Name Cody McCarty

Witness Bernie W Manning
Print Name Bernie W Manning

Angelia Dillashaw Bruntlett
Angelia Dillashaw Bruntlett

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26 day of November, 2013, by Angelia Dillashaw Bruntlett, who () is personally known to me, () produced current Florida Driver License as identification.

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

(Notary Seal)

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of Parcel 01-2N-32-4310-000-000
Blueberry Lane Paving Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 30 day of Oct., 2013, by and between Joseph M. Doyle, Sr. and Wilhelmina H. Doyle, husband and wife, whose address is 1602 Governors Drive, Apartment 1913, Pensacola, Florida 32514 (Grantors), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTORS, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTORS covenants with Grantee that at the time of delivery of this deed, Grantors were well seized of the Property; Grantors have good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantors fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have signed and sealed these presents on the day and year first above written.

Witness Anna Kate S. Merrell
Print Name Anna Kate S. Merrell
Witness Douglas D. Cornish
Print Name Douglas D. Cornish

By: Joseph M. Doyle Sr.
Joseph M. Doyle, Sr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30 day of October, 2013, by Joseph M. Doyle, Sr. He is personally known to me, or (☒) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W. Manning
Signature of Notary Public
Bernie W. Manning
Printed Name of Notary Public

Witness Anna Kate S. Merrell
Print Name Anna Kate S. Merrell
Witness Douglas D. Cornish
Print Name Douglas D. Cornish

By: Wilhelmina H. Doyle
Wilhelmina H. Doyle

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30 day of October, 2013, by Wilhelmina H. Doyle. She is personally known to me, or (☒) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W. Manning
Signature of Notary Public
Bernie W. Manning
Printed Name of Notary Public

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By

Title

Date

[Signature]

Asst. County Attorney

Nov. 22, 2013

EXHIBIT "A"

Legal Description

Property Reference Number 01-2N-32-4310-000-000

20-ft wide Parcel for Escambia County Public Right-of-Way

August 7, 2013

A 20-ft wide parcel of land for Escambia County Public Right-of-Way being the South 20 feet of the following described parcel of land recorded in Official Record Book 4334 at page 1117 of the public records of Escambia County, Florida:

Commence at a 1/2" capped iron rod numbered 4882 placed at the Northwest corner of the Southeast Quarter of Section 1, Township 2 North, Range 32 West, Escambia County, Florida, (as per sectional breakdown) thence go North 88°34'34" West along the North line of the South Half of said Section 1, a distance of 3.67 feet; thence go South 01°17'49" West a distance of 94.96 feet to a 1" iron rod (unnumbered); thence go South 88°42'11" East a distance of 1340.09 feet to a point lying on the West line of the East Half of the Southeast Quarter of the aforesaid Section 1 (as per sectional breakdown); thence go South 01°21'06" West along said West line a distance of 49.83 feet to a point on the Southerly right-of-way line of State Road Number 182 (100' R/W) "A.K.A. Molino Road" said point being the Point of Beginning; thence continue South 01°21'06" West along said West line a distance of 1193.08 feet to a point on the North line of the South Half of the Southeast Quarter of the aforesaid Section 1; thence continue South 01°21'06" West a distance of 1334.90 feet to the Southwest corner of the East Half of the Southeast Quarter of said Section 1; thence go North 88°20'04" West along the South line of said Section a distance of 638.54 feet; thence go North 01°21'28" East a distance of 1333.56 feet to a point on the aforesaid North line of the South Half of the Southeast Quarter of Section 1; thence continue North 01°21'28" East a distance of 418.67 feet; thence go South 88°27'19" East a distance of 608.35 feet; thence go North 01°21'06" East a distance of 774.28 feet to a point lying on the aforesaid Southerly right-of-way line of said State Road Number 182 (100' R/W); thence go South 88°42'11" East a distance of 30.01 feet to the Point of Beginning. The above described property is situated in Section 1, Township 2 North, Range 32 West, Escambia County, Florida, and contains 26.23 acres.

The South 20 foot of the above described parcel contains 0.293 acres, more or less.

This document prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AFFIDAVIT OF CONTINUOUS MARRIAGE

BEFORE ME, the undersigned authority, personally appeared **Joseph M. Doyle, Sr. and Wilhelmina H. Doyle**, who, upon first being duly sworn, depose and state as follows:

1. Our names are Joseph M. Doyle, Sr. and Wilhelmina H. Doyle. We are over the age of eighteen (18) years. We have personal knowledge of and are competent to testify to the matters stated in this affidavit.
2. We have been continuously married to each other from October 19, 1998, the time we acquired title to the property described in the Warranty Deed recorded in Official Record Book 4334 at Page 1117 of the public records of Escambia County, Florida, through the date that we conveyed a portion of that property to Escambia County by the Warranty Deed executed on October 30, 2013 and recorded in the public records concurrently with this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 3 day of December, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

Print Name

Sandra Brooks
SANDRA BROOKS

Joseph M. Doyle, Sr.
Joseph M. Doyle, Sr.

Witness

Print Name

Bernie W. Manning
Bernie W. Manning

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3 day of December, 2013, by Joseph M. Doyle, Sr., who ☐ is personally known to me, ☒ produced current Florida Driver License as identification.

Bernie W. Manning
Signature of Notary Public

Bernie W. Manning
Printed Name of Notary Public

(Notary Seal) Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Wilhelmina H. Doyle
Wilhelmina H. Doyle

Witness Sandra Brooks
Print Name SANDRA BROOKS

Witness Bernie W. Manning
Print Name Bernie W. Manning

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of December, 2013, by Wilhelmina H. Doyle, who ☐ is personally known to me, ☒ produced current Florida Driver License as identification.

Bernie W. Manning
Signature of Notary Public
Bernie W. Manning
Printed Name of Notary Public

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of Parcel 12-2N-32-4000-000-000
Blueberry Lane Paving Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 1st day of November, 2013, by and between Rebecca Ann Johnson, a married woman, whose address is 6875 Nicholson Road, Molino, Florida 32577 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

GRANTOR certifies, warrants and covenants that neither the Grantor nor any of his family reside on the above described property, and that the above described property does not constitute any part of the Grantor's homestead under the laws of the State of Florida.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness [Signature]
Print Name Jimmy W. Johnson
Witness [Signature]
Print Name Bernie W Manning

By: Rebecca Ann Johnson
Rebecca Ann Johnson

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of Nov, 2013, by Rebecca Ann Johnson. She is personally known to me, or ☒ has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

[Signature]
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman
Lumon J. May

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Nov. 22, 2013

EXHIBIT "A"

Legal Description

Property Reference Number 01-2N-32-4000-000-000

20-ft wide Parcel for Escambia County Public Right-of-Way

August 7, 2013

A 20-ft wide parcel of land for Escambia County Public Right-of-Way being the South 20 feet of the following described parcel of land recorded in Official Record Book 7015 at page 55 of the public records of Escambia County, Florida:

The West half of the Southwest Quarter of the Southeast Quarter of Section 1, Township 2 North, Range 32 West, Escambia County, Florida.

The South 20 foot of the above described parcel contains 0.054 acres, more or less.

This document prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AFFIDAVIT OF NON-IDENTITY


BEFORE ME, the undersigned authority, personally appeared **Rebecca Ann Johnson**, who, upon first being duly sworn, deposes and states as follows:


1. My name is Rebecca Ann Johnson. I am over the age of eighteen (18) years. I have personal knowledge of and am competent to testify to the matters stated in this affidavit.
2. I own the property described in the Trustee's Deed recorded in Official Record Book 7015 at Page 55 of the public records of Escambia County, Florida.
3. I am not the same person as the Rebecca Johnson referenced in that certain Default and Final Judgment in favor of Unifund CCR Partners against Rebecca Johnson recorded in Official Record Book 5504 at Page 682, as certified in Official Record Book 5504 at Page 682 of the public records of Escambia County, Florida.
4. I have never resided at 8440 Old Spanish Trail Road, 36, Pensacola, Florida 32514, and I have never been the defendant in a lawsuit brought by Unifund CCR Partners.

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 25th day of November, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness 
Print Name PATRICIA A. JOHNSON


Witness 
Print Name Bernie W Manning


Rebecca Ann Johnson


STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25 day of November, 2013, by Rebecca Ann Johnson, who ☒ is personally known to me, ☒ produced current Florida Driver License as identification.

(Notary Seal) Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622


Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of Parcel 12-2N-32-2100-000-001
Blueberry Lane Paving Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 18TH day of NOVEMBER, 2013, by and between F. Eugene Booker, a single man, whose address is P.O. Box 1473, Pensacola, Florida 32591 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness Dobly E. Wells
Print Name BOB D E WELLS
Witness Bernie W Manning
Print Name Bernie W Manning

By: F. Eugene Booker
F. Eugene Booker

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of November, 2013, by F. Eugene Booker. He is personally known to me, or (+) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Nov. 22, 2013

EXHIBIT "A"

Legal Description

Property Reference Number 12-2N-32-2100-000-001

30-ft wide Parcel for Escambia County Public Right-of-Way

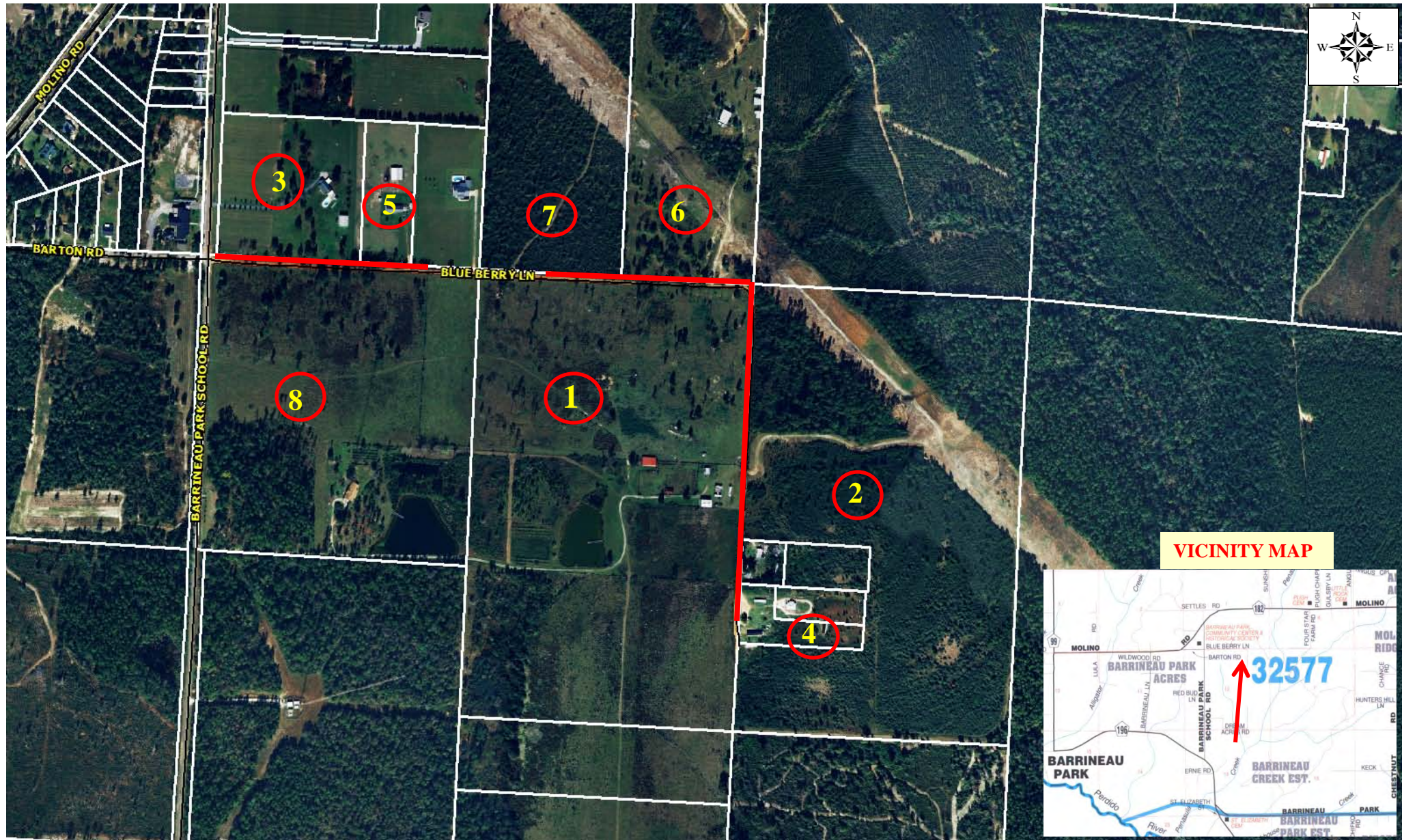
August 7, 2013

A 30-ft wide parcel of land for Escambia County Public Right-of-Way being the North 30 feet of the following described parcel of land recorded in Official Record Book 6460 at page 1052 of the public records of Escambia County, Florida:

The Northeast one-quarter of the Northwest one-quarter of Section 12, Township 2 North, Range 32 West, Escambia County, Florida containing 40 acres more or less

The North 30 foot of the above described parcel contains 0.894 acres, more or less.

BLUE BERRY LANE PAVING AND DRAINAGE PROJECT



VICINITY MAP



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 01/05/14 DISTRICT 5

BLUE BERRY LANE



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5644

County Administrator's Report 15. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: Acceptance of Drainage Easements Located on Elcino Drive in Shadow Grove Subdivision

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of Drainage Easements Located on Elcino Drive in Shadow Grove Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of two drainage easements located on Elcino Drive in Shadow Grove Subdivision from Gerard and Denise R. Rosado and Billy J. and Mirella Minozzi Lane for drainage improvements in Shadow Grove Subdivision:

- A. Accept the donation of a 10-foot-wide drainage easement (approx. 0.02 acres) located at 409 Elcino Drive from Gerard and Denise R. Rosado;
- B. Accept the donation of a 10-foot-wide drainage easement (approx. 0.02 acres) located at 413 Elcino Drive from Billy J. and Mirella Minozzi Lane;
- C. Authorize the payment of documentary stamps because the property is being donated for governmental use for road and drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;
- D. Authorize the payment of incidental expenditures associated with the recording of documents; and
- E. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Drainage Easements as of the day of delivery of the Drainage Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

BACKGROUND:

Shadow Grove Subdivision lies south of Sauflay Pines Road and has several areas with stormwater drainage problems. One such area is in the 400 Block of Elcino Drive. To alleviate some of the problems in this area, the acquisition of drainage easements will be required. Two adjacent property owners, Gerard and Denise R. Rosado and Billy J. and Mirella Minozzi Lane have agreed to donate 10 foot wide drainage easements along the boundary of their properties. Board approval is required for the Board's acceptance of the donated drainage easements.

BUDGETARY IMPACT:

Funds for the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The drainage easements were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney, on December 19, 2013.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Rosado easement

Lane easement

Rosado parcel info

Lane parcel info

Aerial Map

This document was prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of 36-2S-31-0300-085-001
Shadow Grove Drainage Project

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 5th day of Dec, 2013, by and between Gerard Rosado and Denise R. Rosado, husband and wife, whose mailing address is 409 Elcino Drive, Pensacola, Florida 32526 (Grantors) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 36, Township 2 South, Range 31 West, Escambia County, Florida;

WHEREAS, the Grantors are the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable considerations, Grantors do hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

Legal or Exhibit "A"

GRANTORS also do hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantors, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantors, himself/herself, his/her successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTORS do hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantors hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

IN WITNESS WHEREOF, the Grantors have hereunto set his/her hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

By:

Gerard Rosado

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5 day of Dec., 2013, by Gerard Rosado. He () is personally known to me or (☒) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Signature of Notary Public

Printed Name of Notary Public

Signed, sealed and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

By:

Denise R. Rosado

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of Dec, 2013, by Denise R. Rosado. She () is personally known to me or (☒) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Signature of Notary Public

Printed Name of Notary Public

ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the _____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSISONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.


By 
Title Asst. County Attorney
Date Dec- 19, 2013

EXHIBIT "A"

Legal Description

10-ft wide Drainage Easement

Property Reference Number 36-2S-31-0300-085-001

December 11, 2013

A 10-ft wide non-exclusive Drainage Easement lying and being in Section 36, Township 2 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

The East 10.0 feet of Lot 85, Block "A", of Shadow Grove Unit III Subdivision as recorded in Plat Book 15 at page 33 of the public records of Escambia County, Florida.

This document was prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of 36-2S-31-0300-086-001
Shadow Grove Drainage Project

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 5th day of Dec, 2013, by and between Billy J. Lane and Mirella Minozzi Lane, husband and wife, whose mailing address is 413 Elcino Drive, Pensacola, Florida 32526 (Grantors) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 36, Township 2 South, Range 31 West, Escambia County, Florida;

WHEREAS, the Grantors are the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable considerations, Grantors do hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

Legal or Exhibit "A"

GRANTORS also do hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantors, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantors, himself/herself, his/her successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTORS do hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantors hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

IN WITNESS WHEREOF, the Grantors have hereunto set his/her hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

Witness

Print Name Gerard Rosado

By:

Billy J. Lane
Billy J. Lane

Witness

Print Name Bernie W Manning

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of December, 2013, by Billy J. Lane. He () is personally known to me or (X) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

Signed, sealed and delivered
in the presence of:

Witness

Print Name Astrid W. Wistett

By:

Mirella Minozzi Lane
Mirella Minozzi Lane

Witness

Print Name Bernie W Manning

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10 day of December, 2013, by Mirella Minozzi Lane. She () is personally known to me or (X) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the ____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSISONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By

Title

Date

[Signature]
Asst. County Attorney
Dec. 19, 2013

Legal Description
10-foot Drainage Easement
Property Reference Number 36-2S-31-0300-086-001
December 4, 2013

Exhibit "A"

A 10-foot wide non-exclusive Drainage Easement over the West 10 feet of the following described parcel of land situated in Section 36, Township 2 South, Range 31 West, Escambia County, Florida, being more particularly as follows:

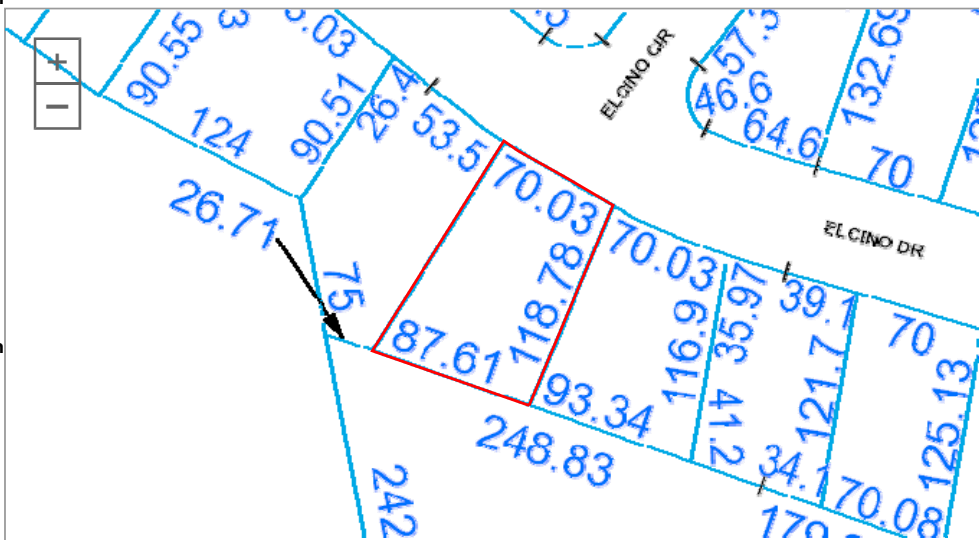
Lot 86, Block A, Shadow Grove, Unit III, according to the Plat thereof as recorded in Plat Book 15, Page 33, of the public records of Escambia County, Florida.

The above parcel description is recorded in Official Records Book 4129 at page 768 of the public records of Escambia County, Florida.

<p>General Information</p> <p>Reference: 362S310300085001</p> <p>Account: 101292170</p> <p>Owners: ROSADO GERARD & DENISE R</p> <p>Mail: 409 ELCINO DR PENSACOLA, FL 32526</p> <p>Situs: 409 ELCINO DR 32526</p> <p>Use Code: SINGLE FAMILY RESID</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2013 Certified Roll Assessment</p> <table border="0"> <tr> <td>Improvements:</td><td>\$78,939</td></tr> <tr> <td>Land:</td><td>\$19,000</td></tr> <tr> <td colspan="2"><hr/></td></tr> <tr> <td>Total:</td><td>\$97,939</td></tr> <tr> <td><i>Save Our Homes:</i></td><td>\$97,939</td></tr> <tr> <td colspan="2"><hr/></td></tr> <tr> <td colspan="2">Disclaimer</td></tr> <tr> <td colspan="2"><hr/></td></tr> <tr> <td colspan="2">Amendment 1/Portability Calculations</td></tr> </table>	Improvements:	\$78,939	Land:	\$19,000	<hr/>		Total:	\$97,939	<i>Save Our Homes:</i>	\$97,939	<hr/>		Disclaimer		<hr/>		Amendment 1/Portability Calculations	
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Sale Date	Book	Page	Value	Type	Official Records (New Window)														
12/1997	4198	491	\$83,900	WD	View Instr														
02/1996	3922	498	\$13,500	WD	View Instr														

[Launch Interactive Map](#)

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



Source: Escambia County Property Appraiser

General Information Reference: 362S310300086001 Account: 101292172 Owners: LANE BILLY J & MIRELLA MINOZZI Mail: 413 ELCINO DR PENSACOLA, FL 32526 Situs: 413 ELCINO DR 32526 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	2013 Certified Roll Assessment Improvements: \$92,654 Land: \$19,000 <hr/> Total: \$111,654 Save Our Homes: \$111,654 Disclaimer <hr/> Amendment 1/Portability Calculations												
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Sale Date	Book	Page	Value	Type	Official Records (New Window)								
05/1997	4129	768	\$15,000	WD	View Instr								
Parcel Information Section Map Id: 36-2S-31-3 Approx. Acreage: 0.2100 Zoned: R-R Evacuation & Flood Information Open Report	<div style="text-align: right;">Launch Interactive Map</div>												

SHADOW GROVE SUBDIVISION DRAINAGE EASEMENT



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 09/12/13 DISTRICT 1



1. GERARD & DENISE ROSADO/ 36-2S-31-0300-085-001
2. BILLY & MIRELLA MINOZZI LANE/36-2S-31-03000-086-001



20' DRAINAGE EASEMENT AREA
10' ON EACH SIDE OF PROPERTY LINE



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5648

County Administrator's Report 15. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/06/2014

Issue: Change Order to Baskerville Donovan, Inc. on Contract PD 05-06.078
"Pinestead Road-Longleaf Drive Corridor"

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Baskerville Donovan, Inc. for the "Pinestead Road-Longleaf Drive Corridor Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Baskerville Donovan, Inc., for the "Pinestead Road-Longleaf Drive Corridor Project":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$340,268.77
Vendor:	Baskerville Donovan, Inc.
Project Name:	Pinestead Road-Longleaf Drive Corridor
Contract:	PD 05-06.078
PO#:	290817
CO#:	6
Original Award Amount:	\$1,575,498.01
Cumulative Amount of Change Orders Through this CO:	\$1,803,445.51
New Contract Total:	\$3,378,943.52

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #08EN0078 "Pinestead/Longleaf"]

BACKGROUND:

Meeting in regular session on October 2, 2008, the Board approved the Design Agreement between Escambia County and Baskerville Donovan, Inc. for the Pinestead Road-Longleaf Drive Corridor project, from Pine Forest Road to Highway 29. The preliminary design phase of the project was intended to bring preliminary design to a point where permits could be submitted and right-of-way acquisition needs could be identified by the County. The final design phase, which was approved by the Board on May 19, 2011, was intended to complete the plans so that the County could bid the project. However, the County wishes to change the design to minimize residential impacts from the roadway construction; therefore, a change order is recommended.

This change order is to revise the scope for the Pinestead Road-Longleaf Drive Corridor project, reallocate remaining funds, add additional design funds, and extend the design completion date. The County wishes to change the design to minimize the total cross-section width and alignment to reduce residential impacts of roadway construction. Along the eastern portion of the alignment, environmental impacts have been recently identified and the County wishes to re-evaluate. Additionally, more services are needed from the Engineer of Record (EOR) to provide bidding assistance, subsurface utility exploration, as-built drawings, school property development plans, revision of East Phase investigation and preliminary alignment services, and bridge inspection/certification services.

Originally, the project was to be constructed in one phase, starting west of Pine Forest Road and extending east to Highway 29. Considering the goals listed above, the project will now be split into two phases of design and construction. The West Phase will begin west of Pine Forest Road as originally planned, and extend east to Kemp Road. In the future, the East Phase will start at Kemp Road and extend east to Highway 29 after the final alignment has been decided.

Since the project was only at 60% design prior to these recommended changes, there are remaining funds within tasks which will be reallocated into the proposed revised scope of services attached to this change order. Currently, \$525,733.67 remains in the design budget. The funding required to revise and obtain 100% design plans for the West Phase and preliminary East Phase investigation is \$866,002.44. An additional \$340,268.77 is needed to accomplish the realignment and to minimize residential and environmental impacts. A future fee adjustment for the East Phase design will be required once a scope has been defined.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #08EN0078 "Pinestead/Longleaf".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

BDI CO7

Pinestead Road-Longleaf Drive Roadway Improvements

PD 05-06.078

CHANGE ORDER NO. 6

Revisions in Scope

The original contract was issued by Escambia County for PD 05-06.078 that began with a PD&E Study for the proposed corridor. Design Services were added to the contract through Amendment 2 and Amendment 3. The project is currently in the Design Phase and 60% plans were submitted in December 2012. This scope is intended to amend and supersede the previous design scopes, revising the design elements and adding additional post design services.

Subsequent to BDI's 60% complete design submittal, the County has requested changes to the project design concept and scope. These changes were generated by concerns regarding right-of-way (R/W) acquisitions and residential relocations necessary under the original project design criteria. In addition, newly discovered environmental issues with a private landfill traversed by the proposed alignment, have forced the County to re-evaluate the current alignment. The project will now be broken into two phases; the WEST PHASE will extend from the intersection with Pine Forest Road, east to Kemp Road. The EAST PHASE will extend from Kemp, east to Pensacola Boulevard (US 29).

This revised scope will cover the items necessary to bring WEST PHASE, Pine Forest to Kemp Road to 100% design bid ready plans and will provide some fees to resolve on-going issues with the alignment in the EAST PHASE of the project near the landfill. This revised scope is intended to re-appropriate existing design fees and adjust the schedule for completion of WEST PHASE of the project. A fee adjustment will be necessary when the scope of EAST PHASE is clearly defined. In addition, the County has requested additional services not within the original scope that will require a fee adjustment. These services include bidding assistance, Engineering Services During Construction, and CEI for Bridge construction.

In preparing the revised scope, approximately 52% of the original project will be designed to 100% completion. This will be referred to as the "WEST" phase of the project. Numerous adjustments are necessary to bring the West phase back to 60% complete plan set prior to preparation of final design documents. Some funding has been set aside to begin the re-evaluation of the EAST phase alignment of this project.

BDI shall prepare final roadway design plans, final bridge plans, environmental permits and FDOT connection/ drainage permits for the proposed roadway corridor, also known as Pinestead-Longleaf Corridor, from Pine Forest Road to Kemp Road (WEST PHASE). The West

Phase is approximately 1.7 miles in length. The design and construction plans shall be based on the recently **approved** revised alignment and typical sections. No funds have been allocated to evaluate alternate pond site locations. The revised alignment includes an urban five-lane typical section, with bike lanes and sidewalks. The roadway drainage system shall be a closed system with 3 stormwater facilities. The project includes a single span replacement bridge over Bayou Marcus Creek.

In order to provide the most cost-effective method to complete the revised plan set, BDI is proposing to utilize the Microstation format as scoped under the original contract. In addition, the plan sheet format and plan set components will remain as originally scoped with the exception of Lighting and Landscaping that were eliminated following the original 60% submittal. The contract plan set will be delivered on size B (11 x 17) paper along with electronic files. The Components of the Contract Plans include Roadway Plans, Signal Plans, Signing & Marking Plans, and Structure (Bridge) Plans. Plan set will call out specific FDOT Standard details being used. The plans will be completed in general conformance with the approved PD&E documents, however, adjustments will be made to accommodate the revised alignment and typical section.

BDI shall provide the following submittals in paper, pdf and original electronic format:

- 60% Complete Design Plan Set, preliminary design documentation, internal QA documentation, preliminary construction cost estimate (2 hard copies, 1 CD)
- 90% Complete Design Plan Set, 90% design documentation, internal QA documentation, construction cost estimate (2 hard copies, 1 CD)
- 100% Complete Design Plan Set, Final Design Documentation, internal QA documentation, Final Construction Cost Estimate and Special Technical Provisions (2 hard copies, 1 CD, electronic Microstation files) BDI will include documentation on all Models (ICPR, etc.) used to develop the project
- Draft Permit Package for Environmental Resource Permit and FDOT Connection & Drainage Permit (2 hard copies)
- Final Permit Package for Environmental Resource Permit and FDOT Connection and Drainage Permit (2 hard copies, 1 CD)
- Final R/W Map, Sketches & Legal Descriptions for new R/W. (2 hard copies, 1 CD). All survey files used to develop the project will also be included.
- Preliminary & Final Design Plans and Specifications for School(s) improvements (These will be incorporated into the final plan set as a separate component)

TASK 100 DESIGN

101 - Project General Tasks

This task includes Project Manager interaction for phase review, progress review, and miscellaneous meetings, including scope revisions, contract maintenance, progress reports, scheduling updates, sub-consultant coordination and coordination meetings throughout the duration of the contract. This task also includes one public information meeting as well as communicating with adjacent property owners, interested persons, groups and organizations regarding the development of the project. The original budget for General Tasks was utilized for items beyond the original scope including additional responses necessary to advance the PD&E study and issues dealing with the contaminated landfill and 4(f) issues at the public parks.

There is no specific deliverable for this task.

102 – Roadway Analysis

This task includes development of the horizontal/vertical design files, cross section design files, traffic control analysis, traffic control design files, typical section development, pavement design, and access management issues. The geometric design standards outlined in the PD&E Study shall be utilized with proper consideration given to design traffic volumes, design speed, capacity, level of service, adjacent land use, ADA requirements, and variations requested by the County. The design report as well as quantities and costs estimates are developed in this task. A computation book will not be completed for this project.

BDI will also complete the permit package for the FDOT driveway connection permit at Pine Forest Road as well as a drainage connection permit and utility permit, associated with our designed improvements. BDI shall respond to RAI's issued during the permit process, however if significant information/studies are required beyond the original scope, additional fees may be necessary.

103 – Roadway Plans

This task includes the development of the plan set and necessary CADD work for each Phase submittal of the project.

The Roadway plans shall include but not be limited to a Key Sheet, typical sections, general notes, drainage structure details, project layout, Roadway Plan, Roadway Profile, side street plan and profiles, cross sections (@100' intervals), drainage structures, driveway profiles, intersection details, retention pond details, traffic control plans, and SWPPP. The County has also requested that conduits, pull boxes and splice boxes for future Fiber Optics be added to the plans as well as cross road conduits for possible future roadway lighting. Separate plan sets

for Signing & Marking, Signals, and Structure (Bridge) plans shall be included in the component plan set.

104 – Drainage Analysis

This task includes the analysis of the drainage basins, design of stormwater management facilities, evaluation and design of the storm drain system, design of roadway ditches, the preparation of drainage design documentation report, costs estimates, and specification development.

The Pond Siting Analysis Report developed during the PD&E shall be the basis of design. No additional pond sites will be evaluated. Routing calculations and outlet controls will be determined. A working drainage map shall be developed: Runoff, inlet locations, gutter spread, outlet scour protection, and pipe sizing shall be determined for the appropriate storm event.

105 – Utilities

This task includes identifying all existing utility providers with facilities in the corridor and depicting existing utilities on the plan set. Contact will be made with all utility providers and plans will be sent to each provider at each phase of the project. BDI shall attend monthly County initiated Utility meetings to address any utility company concerns. Contact information will be gathered and mark-ups of existing and proposed utilities will be reviewed and incorporated into the plan set. Individual meetings will be held with each affected utility to discuss utility adjustments, design and construction schedule. Drainage, signalization, Maintenance of traffic and overall construction sequencing will be discussed. Follow-up meetings, correspondence, and resolution of conflicts will continue throughout the design process. The meetings are intended to identify and resolve conflicts between utilities and proposed construction prior to completion of the plans. Accurate minutes will be kept of all meetings.

106 – Structures

This task includes the design, analyses, and preparation of plans for the bridge structure and temporary bridge crossing. The overall bridge geometry will be determined, expansion/contraction movements will be analyzed, approach slab plan and details will be developed, end bent geometry, structural design, plan and elevation as well as end bent details will be developed. Foundation layout, bridge deck analysis and design will be completed along with necessary details. The final Structures Plan Set as outlined in the Component Plan Set will be completed.

The overall temporary bridge plan geometry will be determined. The foundation layout, end bent design and details will be included in the Traffic Control Plans. Coordination with FDOT to determine available components to the temporary structure will be accomplished.

Structure Plans shall include key sheet, general notes, plan sheets, elevation sheets, foundation layout, pile data tables, pile details, end bent details, finish grade elevation, superstructure details, diaphragm details, approach slab, and other appropriate miscellaneous details.

107 – Signing & Marking

This task includes the development of signing and marking plans using FDOT, AASHTO and MUTCD guidelines. The preliminary engineering reports, traffic technical memorandum, and proposed geometric designs completed during the PD&E Study will be reviewed and the plans will be prepared as outlined in the Component Plan Set; quantities and cost estimates will be prepared.

Signing & Marking Plans shall include key sheet, tabulation of quantities, general notes, signing and pavement marking plan sheets, and guide sign details.

108 – Signalization

This task includes design of signals at the Pine Forest/Longleaf, Community Drive/Longleaf, and Wymart/Longleaf intersections. Traffic data provided in the Traffic Memorandum of the PD&E Study will be utilized to prepare signal operation plans, local signal timings, pre-emption phasing & timings and traffic forecasting. Proper coordination timing plans including splits, force offs, and offsets will be developed. A master interconnect design file and signalization file will be developed and signal mounted overhead street name signs will be designed. Pole elevations will be analyzed; quantities and cost estimates shall be prepared. The signal plans shall be prepared as outlined in the Component Plan Set.

Signal Plans shall include key sheet, tabulation of quantities, general notes, plan sheets, interconnect plans, guide signs, mast arm details, foundation details, and other appropriate details. Existing traffic data from the PD&E study will be used to develop the plans. The signal operation analysis, intersection geometry, local signal timings, pre-emption phasing and timings and intersection analysis runs will be completed and incorporated into the final signal plans.

109- School Access

School Access issues were established as an allowance. Alternative access improvements were developed and discussed. The School District and County have come to a general agreement regarding the improvements on school property. The County requested that BDI provide a defined scope and fee for the proposed improvements. The improvements consist of creating

new access drives for Longleaf Elementary and Pine Forest High along with associated Stormwater facilities, lighting for the access drives, and new LED signs for both schools. Miscellaneous parking lot repairs as discussed in meeting memoranda will also be included and coordinated through the district. Notes will be added to the school improvement plan set directing the contractor to complete repairs.

The Site Plan and Stormwater management plan will be approved through the County DRC process and included in the plan set. No fees are included for traffic control plans within the school property during construction. Signage/barricades directing vehicles to open entrances will be included within the school property, however, detour plans and/or alternative routing/analysis within the school campus is not anticipated or included in this scope of services. Internal MOT will be coordinated with the School District and notes will be added to the plans, as needed, to address any issues/concerns of the School District. A sign permit will be obtained through the County. Application fees are not included in this scope.

Electrical and Structural Plans shall be prepared for the proposed lighting and LED signs. A lighting layout plan will be developed. Coordination with the school(s) regarding power tie-ins and fixtures is included.

The geotechnical investigation necessary are included under the Geotechnical Services.

NO fees have been included for any additional Traffic Analyses or benefit analyses.

110 – Environmental Permits

BDI will complete the permit package for ERP permitting. This package will include the documentation necessary for the Stormwater permitting for the roadway improvements and includes 3 stormwater facilities and all appropriate documentation. Also included in this submittal is the dredge & fill package for impacts to wetland areas adjacent to the bridge and temporary bridge crossings. BDI will evaluate potential means of compensation for proposed wetland impacts and develop wetland compensation plans to support the design. These plans will include an evaluation of wetland mitigation options on and off-site and the design of wetland mitigation areas including grading details (plan view and cross sections), species composition, spacing, densities success criteria, etc.

Permit fees were not included in the original fee estimate, however, Escambia County has requested that these fees be included in this revised scope.

111 - Survey

Additional Survey is needed to re-establish horizontal control points for the WEST Phase of the project due to alignment changes.

Component Plan Set

The component plan set will include Roadway Plans, Signal Plans, Signing & Marking Plans, and Structure (Bridge) Plans along with design documentation and cost estimates. Plans will be submitted for review at 60%, 90% and Final design plan stages. The County has requested 30 days to review and comment on each submittal. The County will provide review and comment at the 60% and 90% complete stage of design and BDI will provide written responses to all County comments and address the questions that may arise. Utility providers will be coordinated with throughout the project to discuss the relocation of existing utilities. Plans will be provided to utility companies for markup and discussion and prudent adjustments will be made to plans to accommodate utility relocation. The component set will include all necessary analyzes to produce a complete and competent set of plans and specifications that is constructible.

TASK 200 OPTIONAL SERVICES

201 - Bidding Assistance

Bidding assistance was not included under the original scope of this project, however, the County has requested BDI to include this item in our revised scope. BDI shall prepare bid documents and specifications, attend the pre-bid conference, prepare addenda for questions/clarifications during the bid process and evaluate/tabulate bids received.

202 – Geotechnical Services

Geotechnical investigation will be necessary for the foundation design for each of the mast arms locations. Borings will be taken at each location and parameters for foundation design will be established. Additional allowance is available for temporary bridge abutment investigation as well as possible RFI's from regulatory reviewers.

Additional Geotechnical Investigations are required for the entrance improvements at Longleaf Elementary and Pine Forest High Schools for the connector roads and stormwater facilities.

Also, an additional preliminary geotechnical investigation is necessary for the East Phase alignment. This investigation is limited to the area north of the existing landfill on the former Wedgewood Middle School property. The intent of the investigation is to determine the suitability of subsurface materials for the revised alignment. A copy of the proposal is attached.

203 - East Phase

BDI had meetings with the County in June and November of this year to discuss alternative alignments for the EAST Phase of this project. Generally, the County wants to revise the alignment near the C&D Landfill to avoid the closed cell and active cell, eliminating impacts to

the operational functions of the landfill. The East phase project extends from Kemp Road to U.S. 29, however the study area for the revised alignment will extend only from Fields Lane to Wagner Road with the intent that the revised alignment will connect to the existing proposed alignment at these termini.

This scope will not meet the requirements of a PD&E update nor does it follow any specific document associated with the PD&E process. No public involvement is included with this task. No environmental analysis or reports will be generated. Given the extent of the changes to this portion of the project, significant additional funding would be required to evaluate and update all the PD&E documents and maintain compliance with Federal and State laws. This scope will provide insight as to the construction and R/W costs associated with the revised alignment.

BDI will prepare a letter report using the County established guidelines and including the following tasks:

- Prepare an Aerial Overlay of the proposed revised alignment that will provide the best fit for the area, benefit residents and protect the quality of life while considering the County's desired criteria
- Evaluate the horizontal alignment for geometric standards
- Provide concepts for eliminating side road connections
- Review the two Pond Locations and preliminary drainage based on existing contour information
- Review pertinent FDEP files pertaining to the Landfill
- Estimate number parcels affected
- Estimate R/W costs
- Estimate Relocations and Damage Costs
- Prepare Typical Section
- Conduct a limited geotechnical investigation in the vicinity of the landfill. The geotechnical fee is included under Geotechnical Services section of this scope.

204 – Environmental

The Environmental sub-consultant will assist with the preparation and submission of the dredge and fill portion of the ERP application with the necessary environmental support information for proposed roadway crossings. This will include impact analysis and minimization, mitigation site evaluation, and the preparation of a mitigation plan. This effort will be coordinated with BDI and the County.

The Environmental sub-consultant will evaluate potential means of compensation for proposed wetland impacts and develop wetland compensation plans to support the design. These plans

will include an evaluation of wetland mitigation options on and off-site and the design of wetland mitigation areas including grading details (plan view and cross sections), species composition, spacing, densities and success criteria. Specific monitoring and maintenance schedules will also be prepared for the required mitigation areas.

Environmental sub-consultant will conduct office visits with FDEP and COE, as needed, to discuss the various components and merits of the environmental permitting aspects of the project design and negotiate mitigation requirements.

204-1 Unified Mitigation Assessment Method (Umam) Analysis

Environmental sub-consultant will prepare the necessary documentation for the functional evaluation of the proposed project impacts and proposed mitigation, if required, using UMAM pursuant to Chapter 62-345 Florida Administrative Code (FAC) and/or Wetland Rapid Assessment Procedure (WRAP).

204-2 Alternative Site Analysis

FDEP and COE require an alternative site analysis as part of the permitting process to ensure that the proposed project impacts to wetlands are justified and have been avoided and minimized to the maximum extent practical. As needed, environmental sub-consultant will assist the client in evaluating the environmental effects of alternative sites within the project area, and to support the chosen alternative

204-3 Response To Request For Additional Information

Environmental sub-consultant will respond to Requests for Additional Information (RAI) including necessary fieldwork and environmental support narrative. If the outstanding issues cannot be resolved through this response, an estimate of additional fees will be provided for on-going negotiations and data collection

204-4 Meetings, Project Design Assistance, And Coordination

Environmental sub-consultant will attend meetings with the Client and their representatives in order to: establish project goals and schedule; explore opportunities to maximize the development potential of the property; minimize construction cost; avoid regulatory obstacles to the greatest extent possible; reduce areas needed for water management facilities by incorporation of wetlands and mitigation areas; and enhance the market value of the resulting residential developments by emphasizing water and natural elements of a master plan.

204-5 Assumptions

The successful negotiation of environmental permits requires considerable coordination and cooperation amongst parties and agencies that often have conflicting missions and interests. For this reason Environmental sub-consultant cannot necessarily anticipate the information that will be required in support of a permit nor the total cost of

obtaining the necessary information. If it is determined that the level of effort exceeds that contained in this Scope of Services, an estimate of additional fees will be provided prior to conducting the additional work.

If it is determined that additional sampling and permitting is required to adequately address listed species by state, federal, or local agencies, these activities would be considered additional services not covered by this Scope of Services. This proposal does not include quantitative sampling for water quality, benthos, or sediment; bathymetric studies; or studies of river flow and/or tidal patterns. Such Studies are considered additional services beyond the proposed Scope of Services.

Significant changes in design, type, function, or location of original plan will not be required as a response to the various agencies' reviews

205 Permit Fees

Permit fees were not included in the original scope, however, the County has requested that they be added to this revised scope. The estimated fees include \$1500 for ERP permitting and \$4000 for FDOT connection permit.

206 Subsurface Utility Engineering (SUE)

Subsurface utilities will be identified both horizontally and vertically at each of the 3 signalized intersections. In addition, utilities will be located at 6 additional locations within the R/W corridor to assist in plan development and utility relocation activities.

TASK 300 POST DESIGN SERVICES

Post design services were not included in the original scope, however, the County has requested that they be added to this revised scope. Post Design Services are broken into Roadway and Bridge categories.

301 Roadway

The County intends to include a full time CEI consultant for construction activities associated with the roadway project. BDI's tasks include review of shop drawings and Contractor Quality Control Plan (QCP), Certification of required permits, and the production of as-built drawings.

301-1 Shop Drawing Review

BDI will review and approve contractor supplied shop drawings for drainage structures, mast arms and foundations. No additional reviews of submittals for materials, mix designs, MOT changes, SWPPP modifications, testing results or other miscellaneous submittals are included.

301-2 QCP Plan

BDI will review the Contractor's QCP for general compliance with the quality controls requirements of the project and provide comments to the Contractor & CEI consultant. It is the ultimate responsibility of the CEI consultant to assure the contractor maintains compliance with the QCP and contract requirements.

301-3 Permit Certifications

BDI shall prepare all required permit certifications. CEI shall provide necessary material test results to be incorporated into the final certifications.

301-4 As Built Drawings

BDI will prepare signed & sealed as-built drawings in electronic and hard copy format. Record Drawings provided by the contractor and CEI will be incorporated into the final as-built plans.

301-5 Miscellaneous Assistance

BDI will address questions and provide assistance as requested, during construction activities. This fee will be hourly, on an as needed basis.

NO CONSTRUCTION INSPECTION OR CONTRACT ADMINISTRATION SERVICES FOR THE ROADWAY ARE INCLUDED IN THIS SCOPE WITH THE EXCEPTION OF THOSE REQUIRED FOR PERMIT CERTIFICATION AND AS-BUILT DRAWINGS.

302 Bridge

The County has indicated that BDI will be responsible for all aspects of the bridge construction oversight and certification. Review of submittals for the temporary bridge structure are also included in this scope.

302-1 Contractor Submittals

Test Pile Installation: BDI will observe test pile installation and complete the test pile driving documentation. In conjunction with the geotechnical engineer, production pile lengths will be determined and the PIP refinements will be recommended, if necessary.

Pile Installation: BDI will inspect all piles for defects prior to installation. BDI will ensure established pile driving criteria are complied with during construction in addition to completing pile driving logs and verifying construction is compliance with the specifications

302-2 Prestressed Beam Construction

BDI will review production of prestressed beams in the plant, documenting prestressing requirements, verifying materials, concrete test results, verifying conformance to shop drawings, checking camber, and approving beam prior to shipment.

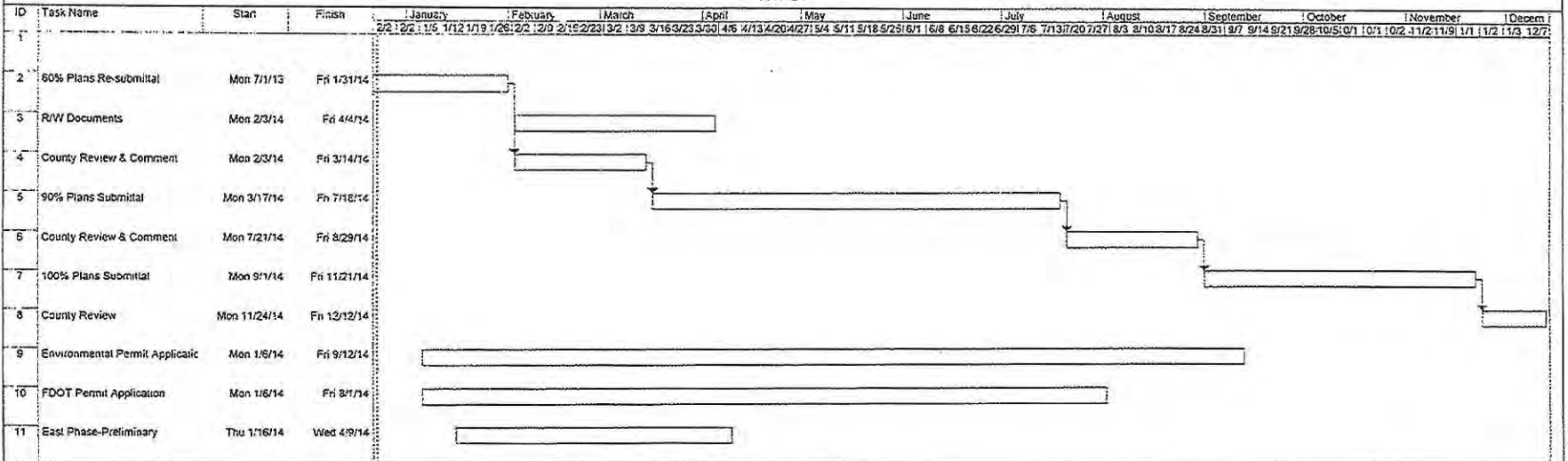
302-3 Construction Inspection & Testing

BDI will provide construction inspection and contract administration associated with the construction of the temporary and permanent bridge structures. BDI will ensure the contractor is following the approved QCP, reviewing all test results and performing quality assurance testing in accordance with the specifications. Daily inspection reports will be completed.

303 Survey

This scope includes survey items necessary to provide permit certification for all required permits. Additional items are required to provide "as-built" drawings for the project including verification of key components of the design plans.

PINESTEAD ROAD-LONGLEAF DRIVE
ROADWAY IMPROVEMENTS
PHASE 1



Project: Longleaf revisions 12-23-13
Date: Mon 12/23/13

Task
Split

Progress
Milestone

Summary
Project Summary

External Tasks
External Milestone

Deadline

PINESTEAD ROAD -LONLEAF DRIVE
PD 06-06.78
RE-ALLOCATION MATRIX
CHANGE ORDER NO. 6

Project Tasks	Task Number	Original Fee	Total Billed 11/30/2013	Remaining Fee 11/30/2013	Change Order Adjustments	New Total Fee	Remaining Re-allocated Fee
General Tasks	101	\$231,758.12	\$231,758.12	\$0.00	\$ 28,530.70	\$260,288.82	\$ 28,530.70
Roadway Analysis	102	\$434,047.93	\$434,047.93	\$0.00	\$ 30,819.61	\$464,867.54	\$ 30,819.61
Roadway Plans	103	\$468,690.43	\$461,660.50	\$17,029.93	\$ 67,021.54	\$535,711.97	\$ 84,051.47
Drainage Analysis	104	\$233,937.49	\$233,770.48	\$167.01	\$ 3,823.56	\$237,761.05	\$ 3,990.57
Utilities	105	\$92,872.62	\$52,666.72	\$40,205.90	\$ 8,804.92	\$101,677.54	\$ 49,010.82
Environmental Permits	110	\$86,420.31	\$43,210.16	\$43,210.15	\$ -	\$86,420.31	\$ 43,210.15
Structures - Misc. Gen. Tasks	106	\$190,311.64	\$133,490.66	\$56,820.98	\$ 8,928.78	\$199,240.42	\$ 65,749.76
Structures - BDR	NA	\$52,982.36	\$52,982.36	\$0.00	\$ -	\$52,982.36	\$ -
Signing and Marking	107	\$139,068.20	\$103,050.00	\$36,018.20	\$ (1,173.29)	\$137,894.91	\$ 34,844.91
Signalization	108	\$123,206.80	\$88,900.00	\$34,306.80	\$ 187.67	\$123,394.47	\$ 34,494.47
Lighting Analysis	NA	\$58,363.05	\$33,450.00	\$24,913.05	\$ (24,913.05)	\$33,450.00	\$ -
Landscape Plans	NA	\$150,733.00	\$116,300.00	\$34,433.00	\$ (34,433.00)	\$116,300.00	\$ -
School Access Design	109	\$150,000.00	\$50,495.00	\$99,505.00	\$ (34,901.26)	\$115,098.74	\$ 64,603.74
Survey - Office and Field Support	NA	\$304,091.67	\$304,091.67	\$0.00	\$ 5,558.29	\$309,649.96	\$ 5,558.29
Mapping	NA	\$39,955.88	\$39,955.88	\$0.00	\$ -	\$39,955.88	\$ -
Optional Services							
Bidding Assistance	201				\$ 12,833.11	\$12,833.11	\$ 12,833.11
Subconsultant- Geotech	202	\$140,877.00	\$92,690.00	\$48,187.00	\$ (18,352.00)	\$122,525.00	\$ 29,835.00
East Phase	203			\$0.00	\$ 59,396.26	\$59,396.26	\$ 59,396.26
Subconsultant - Environmental	204	\$24,000.00	\$5,380.00	\$18,620.00	\$ -	\$24,000.00	\$ 18,620.00
Permit Fees	205			\$0.00	\$ 5,500.00	\$5,500.00	\$ 5,500.00
Subsurface Utility Engineering	206			\$0.00	\$ 12,435.00	\$12,435.00	\$ 12,435.00
Post Design Services							
Roadway ESDC's	301			\$0.00	\$ 52,590.09	\$52,590.09	\$ 52,590.09
Bridge CEI	302			\$0.00	\$ 143,648.49	\$143,648.49	\$ 143,648.49
Survey	303			\$0.00	\$ 46,280.00	\$46,280.00	\$ 46,280.00
Subconsultant - Geotech (allowance)	302			\$0.00	\$ 40,000.00	\$40,000.00	\$ 40,000.00
Subconsultant - EPR (LIGHTING)	NA	\$97,358.25	\$45,041.60	\$52,316.65	\$ (52,316.65)	\$45,041.60	
Alabama Gulf Coast Railway	NA	\$20,000.00		\$20,000.00	\$ (20,000.00)	\$0.00	
TOTALS		\$3,038,674.75	\$2,512,941.08	\$525,733.67	\$340,268.77	\$3,378,943.52	\$ 866,002.44

ESTIMATE OF WORK EFFORT AND COST -Revised 1-15-2014

PD 05-06.78

CHANGE ORDER NO. 6

Name of Project: Priestead Longleaf Corridor
 County: Escambia County
 FPN: 25862
 FAP No: N/A

Consultant Name: Baskerville-Donovan Inc.
 Consultant No.: 25862
 Date: 01/15/14
 Estimator: Staff

Staff Classification	Task No.	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Designer	CADD Technician	Clerical	Professional Land Surveyor	Staff Classification	Staff Classification	Staff Classification	Staff Classification	SH	Salary	Average
		\$52.88	\$60.10	\$49.52	\$36.06	\$28.75	\$21.00	\$17.00	\$38.48	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
Project General Tasks	101	32.00	24.00	60.00	50.00	20.00	15.00	14.00	0.00	0.00	0.00	0.00	0.00	215.00	\$9,037	\$42.03
Roadway Analysis	102	16.00	16.00	75.00	40.00	32.00	70.00	24.00	0.00	0.00	0.00	0.00	0.00	273.00	\$9,762	\$35.76
Roadway Plans	103	20.00	60.00	140.00	120.00	120.00	300.00	40.00	7.00	0.00	0.00	0.00	0.00	807.00	\$26,623	\$32.99
Drainage Analysis	104	2.00	2.00	8.00	8.00	0.00	16.00	1.00	0.00	0.00	0.00	0.00	0.00	37.00	\$1,264	\$34.15
Utilities	105	40.00	40.00	75.00	120.00	60.00	42.00	21.00	0.00	0.00	0.00	0.00	0.00	398.00	\$15,524	\$39.01
Structures	106	30.00	100.00	100.00	100.00	80.00	100.00	16.00	0.00	0.00	0.00	0.00	0.00	526.00	\$20,826	\$39.59
Signing & Marking	107	20.00	50.00	80.00	40.00	30.00	24.00	12.00	0.00	0.00	0.00	0.00	0.00	256.00	\$11,037	\$43.11
Signalization	108	24.00	48.00	70.00	50.00	30.00	24.00	8.00	0.00	0.00	0.00	0.00	0.00	254.00	\$10,926	\$43.02
School Access (Refer to Add'l Breakdown)	109	24.00	174.00	48.00	60.00	64.00	96.00	20.00	0.00	0.00	0.00	0.00	0.00	486.00	\$20,463	\$42.11
Environmental Permits	110	33.00	33.00	116.00	50.00	50.00	33.00	16.49	0.00	0.00	0.00	0.00	0.00	331.49	\$13,686	\$41.29
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0	#DIV/0!
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0	#DIV/0!
Total Staff Hours		241.00	547.00	772.00	638.00	486.00	720.00	172.49	7.00	0.00	0.00	0.00	0.00	3583.49		
Total Staff Cost		\$12,744.08	\$32,874.70	\$38,229.44	\$23,006.28	\$13,972.50	\$15,120.00	\$2,932.29	\$269.36	\$0.00	\$0.00	\$0.00	\$0.00		\$139,148.65	\$38.83

Form Revised 10/5/09

Notes:

Fee Estimate is based on the following criteria

- Plans will not be compliant with FDOT electronic submittal requirements
- Cross Section production will be reduced to 100' intervals
- No 30% submittal
- No Computation Book Submittal

Optional Services:

Post Design Services:

SALARY RELATED COSTS:

OVERHEAD:	169%	\$139,148.65
OPERATING MARGIN:	35%	\$235,161.22
FCCM (Facilities Capital Cost Money):	1.32%	\$48,702.03
EXPENSES:	10.35%	\$1,835.76
	4-man crew	\$14,457.54
Survey (Field - if by Prime)	4.10 days @	\$5,558.29
SUBTOTAL ESTIMATED FEE:		\$444,864.49
Bidding Assistance - Task 201		\$12,833.11
Subconsultant: Geotechnical- Task 202		\$29,535.00
East Phase- Task 203		\$59,395.26
Subconsultant: Environmental- Task 204		\$18,520.00
Permit Fees - Task 205		\$5,500.00
Subsurface Utility Engineering (SUE) - Task 206		\$12,435.00
Roadway ESDCs - Task 301		\$52,590.09
Bridge CEI - Task 302		\$143,548.49
Survey - Task 303		\$46,280.00
Subconsultant: Geotechnical Field & Lab testing (allowance) - Task 302		\$40,000.00
SUBTOTAL ESTIMATED FEE:		\$866,002.44
GRAND TOTAL ESTIMATED FEE:		\$866,002.44
Current Available Fee (11/30/13)		\$525,733.57
CHANGE ORDER AMOUNT		\$340,268.77

Check = \$139,148.65

ESTIMATE OF WORK EFFORT AND COST - SCHOOL IMPROVEMENTS **TASK 109**

Name of Project: Pinestead Longleaf Corridor
 County: Escambia County
 FPN: 25882
 FAP No.: N/A

Baskerville-Donovan Inc.
 25882
 12/18/2013
 Staff

Staff Classification	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Designer	CADD Technicia	Clerical	Professional Land Surveyor	Staff Classification	SH By Activity	Salary Cost By Activity	Average Rate Per Task
	\$52.88	\$60.10	\$49.52	\$36.06	\$26.75	\$21.00	\$17.00	\$38.48	\$0.00			
Meetings With County & Schools	10.00	10.00					6.00			26.00	\$1,232	\$47.38
Prepare Site Plans & SW Plans	10.00	10.00	40.00	60.00		80.00	12.00			212.00	\$7,158	\$33.77
Structural Designs for Signage		24.00				16.00				40.00	\$1,778	\$44.46
ESDC & Certifications	4.00		8.00				2.00			14.00	\$642	\$45.83
Electrical Designs - 2 locations										0.00		
Lighting layout		12.00								12.00	\$721	\$60.10
Research existing layout/power tie-in		20.00								20.00	\$1,202	\$60.10
On site Field review		6.00								6.00	\$361	\$60.10
Coordination with school(s)		10.00								10.00	\$601	\$60.10
Coordination with County		10.00								10.00	\$601	\$60.10
Plans & Specifications		64.00			64.00					128.00	\$5,686	\$44.43
Bidding		8.00								8.00	\$481	\$60.10
Total Staff Hours	24.00	174.00	48.00	60.00	64.00	96.00	20.00	0.00	0.00	486.00		
Total Staff Cost	\$1,269.12	\$10,457.40	\$2,376.96	\$2,163.60	\$1,840.00	\$2,016.00	\$340.00	\$0.00	\$0.00		\$20,463.08	\$42.11

Form Revised 9/22/13

No traffic control plans
 No Traffic analyses or reports

SALARY RELATED COSTS:		Check = \$20,463.08
OVERHEAD:	169%	\$34,582.61
OPERATING MARGIN:	35%	\$7,152.08
FCCM (Facilities Capital Cost Mo	1.32%	\$270.11
EXPENSES:	10.39%	\$2,126.11
Survey (Field - if by Prime)	\$ - / day	\$0.00
SUBTOTAL ESTIMATED FEE:		\$64,603.99
Subconsultant:	Geotechnical	\$6,835.00
SUBTOTAL ESTIMATED FEE:		\$71,438.99
		\$0.00
SUBTOTAL ESTIMATED FEE:		\$71,438.99
Adjustment		
GRAND TOTAL ESTIMATED FEE:		\$71,438.99

ESTIMATE OF WORK EFFORT AND COST - BIDDING TASK 201

Name of Project: Pinestead Longleaf Corridor
 County: Escambia County
 FPN: 25882
 FAP No.: N/A

Baskerville-Donovan Inc.
 25882
 11/4/2013
 Staff

Staff Classification	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Designer	CADD Technician	Clerical	Professional Land Surveyor	Staff Classification	SH By Activity	Salary Cost By Activity	Average Rate Per Task
	\$52.88	\$60.10	\$49.52	\$36.06	\$28.75	\$21.00	\$17.00	\$38.48	\$0.00			
Prepare bid documents & specifications	4.00	4.00	8.00				8.00			24.00	\$984	\$41.00
Attend Pre-bid conference	4.00						2.00			6.00	\$246	\$40.92
Prepare Addenda for Bidder's questions	4.00	12.00	16.00	8.00			8.00			48.00	\$2,150	\$44.78
Evaluate/Tabulate Bid Tabs	4.00		4.00	2.00			12.00			22.00	\$686	\$31.17
										0.00	\$0	
										0.00	\$0	
										0.00	\$0	
										0.00	\$0	
										0.00	\$0	
										0.00	\$0	
Total Staff Hours	16.00	16.00	28.00	10.00	0.00	0.00	30.00	0.00	0.00	100.00		
Total Staff Cost	\$846.08	\$961.60	\$1,386.56	\$360.60	\$0.00	\$0.00	\$510.00	\$0.00	\$0.00		\$4,064.84	\$40.65

Form Revised 9/22/13

Check = \$4,064.84	
SALARY RELATED COSTS:	\$4,064.84
OVERHEAD:	\$6,869.58
OPERATING MARGIN:	\$1,422.69
FCCM (Facilities Capital Cost Mor	\$53.66
EXPENSES:	\$422.34
Survey (Field - if by Prime)	\$0.00
SUBTOTAL ESTIMATED FEE:	\$12,833.11
SUBTOTAL ESTIMATED FEE:	\$12,833.11
	\$0.00
SUBTOTAL ESTIMATED FEE:	\$12,833.11
Adjustment	
GRAND TOTAL ESTIMATED FEE:	\$12,833.11

**ESTIMATE OF WORK EFFORT AND COST -EAST PHASE
TASK 203**

Name of Project:
County:
FPN:
FAP No.:

Pinestead Longleaf Corridor
Escambia County
25882
N/A

Baskerville-Donovan Inc.
25882
11/4/2013
Staff

Staff Classification	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Designer	CADD Technician	Clerical	Professional Land Surveyor	Staff Classification	SH By Activity	Salary Cost By Activity	Average Rate Per Task
	\$52.66	\$60.10	\$49.52	\$36.06	\$28.75	\$21.00	\$17.00	\$38.48	\$0.00			
Prepare Aerial Overlay- Alignment	2.00	2.00	6.00			16.00	2.00			28.00	\$893	\$31.90
Evaluate Alignment Geometry/Connections	8.00	8.00	24.00		16.00		2.00			58.00	\$2,586	\$44.59
Review Ponds/Drainage	4.00	4.00	8.00	16.00		8.00	2.00			42.00	\$1,627	\$38.74
Develop Parcel Spreadsheet	1.00	4.00	8.00	8.00	16.00		2.00			39.00	\$1,472	\$37.74
Prepare Typical Section	1.00	4.00	1.00			4.00	2.00			12.00	\$461	\$38.40
Prepare Report	4.00	8.00	16.00	8.00			8.00			44.00	\$1,909	\$43.39
Research FDEP Files & Evaluate	8.00	4.00	8.00	16.00	0.00	8.00	8.00			52.00	\$1,941	\$37.32
Meetings with FDEP and Landfill Owners	16.00	16.00	0.00	8.00		16.00	8.00			64.00	\$2,568	\$40.13
Prepare Overlays Landfill Data	2.00		8.00	8.00		16.00				34.00	\$1,126	\$33.13
											\$0	
											\$0	
Total Staff Hours	46.00	50.00	79.00	64.00	32.00	68.00	34.00	0.00	0.00	373.00		
Total Staff Cost	\$2,432.48	\$3,005.00	\$3,912.08	\$2,307.84	\$920.00	\$1,428.00	\$578.00	\$0.00	\$0.00		\$14,583.40	\$39.10

Check = \$14,583.40

Form Revised 9/22/13

SALARY RELATED COSTS:

OVERHEAD:	169%	\$14,583.40
OPERATING MARGIN:	35%	\$24,645.95
FCCM (Facilities Capital Cost Money)	1.32%	\$5,104.19
EXPENSES:	10.39%	\$192.50
Survey (Field - if by Prime)	\$ - / day	\$1,515.22
		\$0.00
SUBTOTAL ESTIMATED FEE:		\$46,041.26
Subconsultant: Volkert		\$7,500.00
Subconsultant: Geotechnical		\$5,855.00
SUBTOTAL ESTIMATED FEE:		\$59,396.26
		\$0.00
SUBTOTAL ESTIMATED FEE:		\$59,396.26
Adjustment		
GRAND TOTAL ESTIMATED FEE:		\$59,396.26

BASKERVILLE DONOVAN INC.
SURVEYING AND MAPPING
TASK AND FEE PROPOSAL

Date December 20, 2013
Job No 00258.00
Desc Longleaf / Pinestead Connector
Escambia County, FL
Task 205

Req By KPG
Prep By RSM
Client EXCAMBIA COUNTY

Item	Survey Crew	CAD Technician	Admin. Assist.	Professional Surveyor	Description / Notes	Item Totals
Description of Survey Services:						
Subsurface Utility location and Excavation:						
Longleaf / Pineforest Intersection	14.00	1.00		2.00	Excavation as needed	\$1,930.00
Longleaf / Community Rd Intersection	12.00	1.00		2.00	Excavation as needed	\$1,700.00
Longleaf / Wymart Rd Intersection	12.00	1.00		2.00	Excavation as needed	\$1,700.00
300 feet east of Longleaf Bridge	5.00	1.00		1.00	Excavation as needed	\$765.00
2 Locations between Community and Wymart	10.00	1.00		1.00	Excavation as needed	\$1,340.00
2 Locations between Pineforest and Community	10.00	1.00		1.00	Excavation as needed	\$1,340.00
Traffic Control	10.00			1.00		\$1,260.00
Mapping		24.00	4.00	6.00		\$2,360.00
Total Hours and Direct Expenses	73.00	30.00	4.00	16.00	Sub-Total=	\$12,435.00
Hourly Rates	\$115.00	\$60.00	\$40.00	\$130.00		
Total Labor and Overhead	\$8,395.00	\$1,800.00	\$160.00	\$2,080.00		
Contingency						
Grand Total	\$8,395.00	\$1,800.00	\$160.00	\$2,080.00	Grand Total =	\$12,435.00

**ESTIMATE OF WORK EFFORT AND COST -ROADWAY - ESDC
TASK 301**

Name of Project: Pinestead Longleaf Corridor
County: Escambia County
FPN: 25882
FAP No.: N/A

Baskerville-Donovan Inc.
25882
11/8/2013
Staff

Staff Classification	Task No.	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Inspector	CADD Technician	Clerical	Professional Land	Staff Classification	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$52.88	\$60.10	\$49.52	\$36.06	\$28.75	\$21.00	\$17.00	\$38.48	\$0.00			
Review & approve Shop Drawings	301-1	10.00	40.00	50.00				8.00			108.00	\$5,545	\$51.34
Review & Comment of QCP	301-2	2.00	8.00	16.00							26.00	\$1,379	\$53.03
Permit Certifications	301-3	4.00	8.00	16.00		64.00	12.00	4.00			108.00	\$3,645	\$33.75
As-Built Drawings	301-4	8.00	8.00		16.00		60.00	4.00			96.00	\$2,809	\$29.26
Misc. Assistance (hourly at request)	301-5	10.00	10.00	40.00				10.00			70.00	\$3,281	\$46.87
											0.00	\$0	
											0.00	\$0	
											0.00	\$0	
												\$0	
												\$0	
Total Staff Hours		34.00	74.00	122.00	16.00	64.00	72.00	26.00	0.00	0.00	408.00		
Total Staff Cost		\$1,797.92	\$4,447.40	\$6,041.44	\$576.96	\$1,840.00	\$1,512.00	\$442.00	\$0.00	\$0.00		\$16,657.72	\$40.83

Form Revised 9/22/13

Check = \$16,657.72

SALARY RELATED COSTS:		\$16,657.72
OVERHEAD:	159%	\$28,151.55
OPERATING MARGIN:	35%	\$5,830.20
FCCM (Facilities Capital Cost Mc	1.32%	\$219.88
EXPENSES:	10.39%	\$1,730.74
Survey (Field - if by Prime)	\$ - / day	\$0.00
SUBTOTAL ESTIMATED FEE:		\$52,590.09
Subconsultant: Geotechnical		\$0.00
Geotechnical Field and Lab Testing		\$0.00
SUBTOTAL ESTIMATED FEE:		\$52,590.09
Adjustment		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$52,590.09

**ESTIMATE OF WORK EFFORT AND COST -BRIDGE CEI
TASK 302**

Name of Project: Pinestead Longleaf Corridor
County: Escambia County
FPN: 25882
FAP No.: N/A

Baskerville-Donovan Inc.
25882
11/11/2013
Staff

Staff Classification	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Inspector	CADD Technician	Clerical	Professional Land Surveyor	Staff Classification	SH By Activity	Salary Cost By Activity	Average Rate Per Task
	\$52.88	\$60.10	\$49.52	\$36.06	\$28.75	\$21.00	\$17.00	\$38.48	\$0.00			
Shop Drawings Review & Submittals	8.00	80.00	16.00				12.00			116.00	\$6,227	\$53.68
Temporary Bridge Submittals	4.00	16.00	4.00		0.00	0.00	4.00			28.00	\$1,439	\$51.40
Temporary Bridge Construction Review	8.00	16.00	24.00		80.00					128.00	\$4,873	\$38.07
Test Pile Installation & Recommendation	4.00	16.00		0.00		0.00	4.00			24.00	\$1,241	\$51.71
Review Production Pile Information	1.00	6.00	0.00				2.00			9.00	\$447	\$49.72
Prepile Inspection	2.00		16.00							18.00	\$898	\$49.89
Pile Installation	4.00	8.00			50.00					62.00	\$2,130	\$34.35
Prestressed Beam Production(Plant)	12.00	12.00	8.00		80.00		8.00			120.00	\$4,188	\$34.90
Construction Inspection & Testing	40.00	40.00	80.00		400.00		12.00			572.00	\$20,185	
Project Close Out & Final Load Rating	4.00	16.00					12.00			32.00	\$1,377	
As Builts	4.00	16.00			12.00	40.00	8.00			80.00	\$2,494	
Total Staff Hours	91.00	226.00	148.00	0.00	622.00	40.00	62.00	0.00	0.00	1189.00		
Total Staff Cost	\$4,812.08	\$13,582.60	\$7,328.96	\$0.00	\$17,882.50	\$840.00	\$1,054.00	\$0.00	\$0.00		\$45,500.14	\$38.27

Form Revised 5/22/13

Survey requirements included in Road ESDC fee

	SALARY RELATED COSTS:	Check = \$45,500.14	\$45,500.14
	OVERHEAD:	169%	\$76,895.24
	OPERATING MARGIN:	35%	\$15,925.05
	FCCM (Facilities Capital Cost Mon	1.32%	\$600.50
	EXPENSES:	10.39%	\$4,727.46
	Survey (Field - if by Prime)	\$ - / day	\$0.00
	SUBTOTAL ESTIMATED FEE:		\$143,648.49
	Subconsultant:		
	SUBTOTAL ESTIMATED FEE:		\$143,648.49
	Geotechnical Field and Lab Testing		\$40,000.00
	SUBTOTAL ESTIMATED FEE:		\$183,648.49
	Adjustment		\$0.00
	GRAND TOTAL ESTIMATED FEE:		\$183,648.49

BASKERVILLE DONOVAN INC.
SURVEYING AND MAPPING
TASK AND FEE PROPOSAL

Date: November 1, 2013
Job No.: 00258.00
Desc.: Longleaf - Pinestead
Task 303

Req. By: KPG
Prep. By: RSM
Client: Escambia County

Item	Survey Crew	CAD Technician	Admin. Assist.	Professional Surveyor	Description / Notes	Item Totals
Description of Survey Services:						
As-Built Surveys:						
All Drainage Structures - tops, inverts, pipe sizes, location - approx. 98 structures	75.00	60.00		18.00		\$14,305.00
3 Retention Ponds	40.00	30.00		8.00		\$7,440.00
Bridge	16.00	16.00		6.00		\$3,580.00
Pineforest Intersection - 200 feet each side of intersection	24.00	20.00		8.00		\$5,000.00
Road - PC, PT, PI, PVC, PVI & 300 feet intervals on tangent - approx. 9,000LF	65.00	50.00		12.00		\$12,035.00
Misc.	12.00	12.00		6.00		\$2,880.00
Preparation of Deliverables		6.00	4.00	4.00		\$1,040.00
Total Hours and Direct Expenses	232.00	194.00	4.00	60.00	Sub-Total=	\$46,280.00
Hourly Rates	\$115.00	\$60.00	\$40.00	\$130.00		
Total Labor and Overhead	\$26,680.00	\$11,640.00	\$160.00	\$7,800.00		
Contingency						
Grand Total	\$26,680.00	\$11,640.00	\$160.00	\$7,800.00	Grand Total =	\$46,280.00

November 5, 2013

Mr. Keith Guthrie, PE
Baskerville Donovan
449 W Main Street
Pensacola, Florida 32502

SUBJECT: Pinestead Longleaf -- School Entrance Improvements
Escambia County, Florida
PSI Proposal No. 0783-109226

Dear Mr. Guthrie:

Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to perform a geotechnical exploration for proposed roadway entrance improvements to the Longleaf Elementary and Pine Forest High School in Escambia County, Florida. Included in this proposal are our understanding of the project, the proposed Scope of Services, the schedule to complete and cost for our services. Also attached are the General Conditions under which we propose to complete the work.

PROJECT INFORMATION

Based on the information provided, we understand that the proposed improvements will include two connector roads for the entrances to Longleaf Elementary and Pine Forest High School, two shallow ponds for stormwater runoff disposal, and two LED signage poles. The connector roads will measure approximately 500 feet and 800 feet in length and be approximately 24 feet wide. We have assumed that the ponds will be relatively narrow and shallow (i.e. less than 3 feet deep). We further assumed that the LED signage poles will be founded on drilled shafts. Finished grades in pavement/pole foundation areas have been assumed to be within 2 feet of existing grades.

PROPOSED SCOPE OF SERVICE

Based on our understanding of the above project as noted herein, we propose to drill two (2) 25 foot deep Standard Penetration Test (SPT) borings for the LED signage pole locations, five (5) 25 foot SPT borings in the proposed pond and eight (8) 5 foot deep auger borings in the proposed new pavement areas to evaluate the subsurface conditions present.

PSI will be responsible for calling Sunshine One Call prior to our mobilization. If private onsite utility locates are requested, PSI can coordinate these services for an additional fee. The typical cost for onsite utility locates is \$850 per day (The actual cost for locates will be invoiced at cost plus 15%).

Our cost estimate includes an allowance for several natural water content and grainsize tests as well as three falling head permeability tests. More extensive laboratory soil testing, if necessary based on the subsurface conditions encountered, will not be performed without prior authorization.

Following the completion of the field and laboratory testing, we will prepare and submit a geotechnical report which will include:

- Our understanding of the project information pertinent to the geotechnical exploration.
- A summary of the activities performed during the study.
- Site or other geotechnical conditions observed at the time of the study, and the impact(s) they could have on the proposed building and pavement construction.
- The soil and groundwater conditions encountered in the various borings.
- A summary of the laboratory soil test results.

- Site preparation recommendations including demucking requirements (if applicable), soil improvement requirements for unstable soils (as needed), control of groundwater during construction, and placement and compaction requirements for structural fill material.
- Drilled shaft foundation design parameters for the LED signage poles. We assume that the actual foundation design will be carried out by others.
- Pavement design recommendations including subgrade improvement and compaction requirements, recommended pavement type (i.e. flexible asphaltic concrete or rigid concrete pavement) based on the subsurface conditions encountered and the expected traffic mix, base material recommendations (if applicable) based on the soil and groundwater conditions encountered, base compaction recommendations (if applicable), and recommended asphaltic concrete surface course and compaction requirements (if applicable). Typical pavement sections used in similar developments in the local area will be provided. While a project specific pavement section is not included in this proposal, one can be designed for an additional fee if traffic design parameters (eg. traffic count and mix, desired pavement life, etc) are provided.
- Stormwater retention pond recommendations including an assessment of the general hydraulic conductivity of the soils encountered, the suitability of the subsurface conditions for on-site disposal of stormwater runoff, and potential stormwater disposal alternatives, if applicable (eg. sand beds and underdrains, sand chimneys, etc.). Geotechnical design parameters for pond recovery analysis in accordance with current ERP requirements will be provided (i.e. vertical and horizontal permeability, porosity, aquifer thickness, and seasonal high water table).

SCHEDULE & COST ESTIMATE

Based on our current workload, we estimate being able to mobilize to the site within 5 working days of receiving the written notice to proceed. During this period we will stake the borings and obtain utility clearance for the boring sites. The field work is estimated to require 2 working days, and the laboratory testing a further 3 days. As the information becomes available, we can provide preliminary design information, if desired. The written report should be available within 10 working days upon completion of laboratory testing.

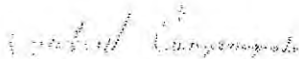
The cost for the above Scope of Services will be \$4,880.

AUTHORIZATION

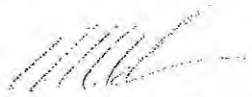
To authorize PSI to provide the services presented herein, please sign where indicated, and return a copy of the executed proposal to us. Please note that the attached General Conditions are considered an integral part of our agreement. Your acceptance of this proposal indicates your understanding and acceptance of these conditions.

PSI appreciates the opportunity to provide you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please feel free to call.

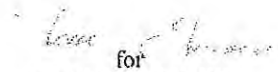
Sincerely,
PROFESSIONAL SERVICE INDUSTRIES, INC.



GABRIEL R. CAMPOSAGRADO, PE
Project Engineer



MICHAEL THOMAS, PE
CS/GEO Dept. Manager



for
IAN KINNEAR, PE
Chief Engineer

Attachment: General Conditions

AUTHORIZED BY:		INVOICE TO:	
Signature		Firm	
Name		Address	
Title			
Date		Attention	
Phone Number		Phone Number	
Email Address		Email Address	

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

November 7, 2013

Mr. Keith Guthrie, PE
Baskerville Donovan
449 W Main Street
Pensacola, Florida 32502

SUBJECT: Pinestead Longleaf – Revised Alignment
Escambia County, Florida
PSI Proposal No. 0783-109479

Dear Mr. Guthrie:

Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to perform a geotechnical exploration for proposed new alignment for the section of Pinestead Longleaf road located to the east of Rolling Hills Road adjacent to the existing C&D Landfill. Included in this proposal are our understanding of the project, the proposed Scope of Services, the schedule to complete and cost for our services. Also attached are the General Conditions under which we propose to complete the work.

PROJECT INFORMATION

Based on the information provided, we understand that the proposed roadway alignment is being relocated to the north of its current location to avoid crossing an existing landfill. The purpose of this work is to gather general soil information and to attempt to detect possible contaminants from the adjacent landfill that might be encountered during construction.

PROPOSED SCOPE OF SERVICE

Based on our understanding of the project as noted herein, we propose to drill five - 20 foot deep Standard Penetration Test (SPT) borings at approximate 300 foot intervals and eight - 5 foot deep auger borings at 100 foot intervals along the proposed alignment. In an effort to identify possible contaminants, we will have an environmental technician on-site during the drilling to perform a limited organic vapor assessment of the soil as it is extracted from the hole. The technician will use an Organic Vapor Analyzer (OVA) equipped with a Flame Ionization Detector (FID) for this purpose. The OVA/FID can detect Total Volatile Organic Compounds such as petroleum constituents and various solvents. The assessment will be preliminary in nature.

PSI will be responsible for calling Sunshine One Call prior to our mobilization. If private onsite utility locates are requested, PSI can coordinate these services for an additional fee. The typical cost for onsite utility locates is \$850 per day (The actual cost for locates will be invoiced at cost plus 15%).

Our cost estimate includes an allowance for several natural water content and grainsize tests. More extensive laboratory soil testing, if necessary based on the subsurface conditions encountered, will not be performed without prior authorization.

Following the completion of the field work and laboratory testing, we will prepare and submit a geotechnical report which will include:

- Our understanding of the project information pertinent to the geotechnical exploration.
- A summary of the activities performed during the study.
- Site or other geotechnical conditions observed at the time of the study, and the impact(s) they could have on the proposed pavement construction.
- The soil and groundwater conditions encountered in the various borings.
- A summary of the OVA/FID data acquired during drilling operations.

- A summary of the laboratory soil test results.
- Site preparation recommendations including demucking requirements (if applicable), soil improvement requirements for unstable soils (as needed), control of groundwater during construction, and placement and compaction requirements for structural fill material.
- Pavement design recommendations including subgrade improvement and compaction requirements, recommended pavement type (i.e. flexible asphaltic concrete or rigid concrete pavement) based on the subsurface conditions encountered and the expected traffic mix, base material recommendations (if applicable) based on the soil and groundwater conditions encountered, base compaction recommendations (if applicable), and recommended asphaltic concrete surface course and compaction requirements (if applicable). Typical pavement sections used in similar developments in the local area will be provided. While a project specific pavement section is not included in this proposal, one can be designed for an additional fee if traffic design parameters (eg. traffic count and mix, desired pavement life, etc) are provided.

SCHEDULE & COST ESTIMATE

Based on our current workload, we estimate being able to mobilize to the site within 5 working days of receiving the written notice to proceed. During this period we will stake the borings and obtain utility clearance for the boring sites. The field work is estimated to require 2 working days, and the laboratory testing a further 3 days. As the information becomes available, we can provide preliminary design information, if desired. The written report should be available within 10 working days upon completion of laboratory testing.

The cost for the discussed Scope of Services herein will be \$4,855.


AUTHORIZATION

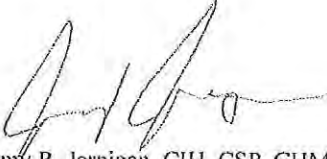
To authorize PSI to provide the services presented herein, please sign where indicated, and return a copy of the executed proposal to us. Please note that the attached General Conditions are considered an integral part of our agreement. Your acceptance of this proposal indicates your understanding and acceptance of these conditions.

PSI appreciates the opportunity to provide you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please feel free to call.

Sincerely,
PROFESSIONAL SERVICE INDUSTRIES, INC.


MICHAEL THOMAS, PE
CS/GEO Dept. Manager


for
IAN KINNEAR, PE
Chief Engineer


Jeremy R. Jernigan, CIH, CSP, CHMM
Regional Scientist

Attachment: General Conditions

PROPOSAL ACCEPTANCE

*AGREED TO, THIS _____ DAY OF _____, 2013.	
BY (please print): _____	
TITLE: _____	
COMPANY: _____	
SIGNATURE: _____	

PROJECT INFORMATION:

- Project Name: _____
- Project Location: _____
- Your Job No: _____ Purchase Order No.: _____
- Project Manager: _____ Telephone No.: _____
- Site Contact: _____ Telephone No.: _____
- Number and Distribution of Reports:

() Copies To: _____	() Copies To: _____
_____	_____
_____	_____
Attn: _____	Attn: _____
() Copies To: _____	() Copies To: _____
_____	_____
_____	_____
Attn: _____	Attn: _____
- Invoicing Address: _____

Attn: _____

*Constitutes acceptance of PSI's General Conditions



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5649

County Attorney's Report 15. 1.

BCC Regular Meeting

Action

Meeting Date: 02/06/2014

Issue: Knowhow Group USA, Inc., et al. v. Escambia County Board of County Commissioners (Case No. 2012 CA 001355)

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Knowhow Group USA, Inc., et al. v. Escambia County Board of County Commissioners* (Case No. 2012 CA 001355).

That the Board:

- A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.011(8), Florida Statutes, for February 18, 2014 at 3:30 p.m.;
- B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, February 8, 2014.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the case of *Knowhow Group USA, Inc., et al. v. Escambia County Board of County Commissioners* in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 3:30 p.m. C.S.T. on Tuesday, February 18, 2014, in Escambia County Governmental Complex, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson B. Robertson, Gene M. Valentino, Lumon J. May, Grover C. Robinson, IV, and Steven L. Barry, Assistant County Administrator Larry M. Newsom, County Attorney Alison Rogers, Attorney representing Escambia County Charles V. Peppler, Deputy County Attorney, and a certified court reporter will attend the attorney-client session.

- C. Schedule a public hearing pursuant to Section 163.3125(7), Florida Statutes to approve the terms of the settlement on February 18, 2014 at 5:31 p.m.;
- D. Authorize publication of a notice of public hearing in compliance with Section 163.3215(7), Florida Statutes; and
- E. Authorize publication of a notice in the *Pensacola News Journal* in sufficient time prior to the

public hearing described above to be in compliance with Chapter 163, Part II, Florida Statutes.

BACKGROUND:

To be provided under separate cover.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Charles V. Peppler, Deputy County Attorney, prepared the recommendation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5667

County Attorney's Report 15. 2.

BCC Regular Meeting

Action

Meeting Date: 02/06/2014

Issue: Settlement of Workers' Compensation Claim Involving Gavin Price

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Gavin Price

That the Board approve a washout workers' compensation settlement for former employee Gavin Price in the amount of \$327,092.00, inclusive of attorney's fees and costs, to completely extinguish further liability for three separate work-related injuries. An excess workers' compensation insurance carrier will reimburse the County for \$130,836.80 of this settlement amount.

BACKGROUND:

Gavin Price is a former employee who sustained work-related injuries in 1990, 1995, and 1996. He continues to receive medical treatment for these injuries, and he has been accepted as being permanently and totally disabled ("PTD"). (This recommendation does not contain a detailed medical history due to respect for Mr. Price's privacy. Please contact Assistant County Attorney Ryan Ross for this information.) The County's third-party adjuster, Preferred Governmental Claims Solutions (PGCS), estimates the present value of future PTD benefits as \$369,259.68. The Center for Medicare and Medicaid Services also requires, and has approved, an additional \$140,660.00 as a Medicare set-aside. To completely extinguish liability for the three claims, PGCS's attorney has negotiated a washout settlement in the amount of \$327,092.00 inclusive of attorney's fees and costs and an amount necessary to fund the approved Medicare set-aside. Through additional negotiations with Midwest, an excess workers' compensation insurance carrier, Midwest has agreed to fund \$130,836.80 of this settlement amount. The County's total contribution to the settlement is therefore \$196,255.20. Because this represents significant savings over the life of all claims, PGCS is recommending approval of this settlement.

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
