THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOMAFFECTING 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 – July 7, 2015 – 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 Robertson.

3. Pledge of Allegiance to the Flag.

4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board adopt the following Proclamations.

A. The Proclamation commending and congratulation Kenneth Kelson, a former Escambia County Commissioner and City Councilman, for his exceptional service to the community and his service to mankind;

B. The Proclamation commending and congratulating Mr. William F. Jordan, a Dispatcher in the Communications Division of the Public Safety Department, on his selection as "Employee of the Month" for July 2015;

C. The Proclamation commending and congratulating Mr. John Dosh on his receipt of the **2015 Lifetime Achievement Award** from the Florida Governor's Hurricane Conference Board of Directors; and

D. The Proclamation recognizing and commending the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces.

7. Retirement Proclamation.

Recommendation: That the Board adopt the Proclamation commending and congratulating Ricardo S. Colocado, County Surveyor, Public Works Department, for eight years of dedicated service.

[THE PROCLAMATION WILL BE DISTRIBUTED UNDER SEPARATE COVER]

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

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

9. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending the Barrancas Overlay District.

Recommendation: That the Board take the following action concerning the adoption of the Ordinance amending the Barrancas Overlay District:

A. Adopt an Ordinance of Escambia County, Florida, amending Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended; amending Chapter 3, Article 3, "Overlay Districts," Section 3-3.3, to amend certain Site and Building Requirements in Medium Density Residential (MDR) or High Density Residential (HDR) zoning within the Barrancas Overlay District; providing for severability; providing for inclusion in the Code; and providing for an effective date; and

B. Authorize the Chairman to execute the Ordinance.

10. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance amending the Warrington Overlay District.

Recommendation: That the Board take the following action concerning the adoption of the Ordinance amending the Barrancas Overlay District:

A. Adopt an Ordinance of Escambia County, Florida, amending Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended; amending Chapter 3, Article 3, "Overlay Districts," Section 3-3.8, to amend Prohibited Uses within the Warrington Overlay District; providing for severability; providing for inclusion in the Code; and providing for an effective date; and

B. Authorize the Chairman to execute the Ordinance.

11. 5:33 p.m. Public Hearing concerning the issuance of an Operational Permit for Resource Extraction for Shortleaf Borrow Pit.

Recommendation: That the Board approve and authorize, or deny, the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Shortleaf Borrow Pit.

12. 5:34 p.m. Public Hearing for consideration of adopting an Ordinance amending the Dog Parks on Pensacola Beach Ordinance.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 10, Article 1, Section 10-25, of the Escambia County Code of Ordinances, to extend the sunset provision regarding dog parks on Pensacola Beach.

13. 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
Ernie Lee Magaha Government Building, Suite 130

I. Consent Agenda

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 25, 2015;

B. Approve the Minutes of the Attorney-Client Session held June 25, 2015; and

C. Approve the Minutes of the Regular Board Meeting held June 25, 2015.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on June 2, 2015

That the Board take the following action concerning the rezoning cases heard by the Planning Board on June 2, 2015:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2015-11 and Z-2015-12 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-2015-11**
Address:	2755 Fenwick Road
Property Reference No.:	42-1S-30-3001-002-003
Property Size:	0.77 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses (Dwelling unit density limited to vested residential development. Lodging unit density not limited by zoning.)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Robertson Brazwell, LLC, Owner
Planning Board Recommendation:	Approval
Speakers:	Buddy Page, Michael Shipp
2. Case No.:	**Z-2015-12**
Address:	9600 Block Tower Ridge Road
Property Reference:	01-1S-32-1000-070-003; 01-1S-32-1000-050-003; 01-1S-32-1000-050-004; 01-1S-32-1000-110-003; 01-1S-32-1000-080-003; 01-1S-32-1000-120-004
Property Size:	78.72 (+/-) acres

From:	RMU, Rural Mixed-use district (two du/acre)
To:	LDMU, Low Density Mixed-use district (seven du/acre)
FLU Category:	RC, Rural Community (MU-S pending state review)
Commissioner District:	1
Requested by:	Kerry Anne Schultz, Agent for The Busbee Limited Partnership and Murphy J. Jacob Trust
Planning Board Recommendation:	Approval
Speakers:	Kerry Anne Schultz, Tommy Brown, Edward Morgan

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 June 2, 2015, 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 and Adoption of an Ordinance Amending Chapter 3, Zoning Regulations of the Land Development Code

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Section 3-2.11(b)(4) Heavy Commercial and Light Industrial District (HC/LI), and 3-2.15(b)(4), Public District (PUB), adding offices for government agencies or public utilities as a public and civic permitted use.

   This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2-7.2 (a) and F.S. 125.66(4)(b).

4. 5:47 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Eubanks Borrow Pit

   That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Eubanks Borrow Pit.

5. 5:48 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Surrey/Eight Mile Creek Borrow Pit

   That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Surrey/Eight Mile Creek Borrow Pit.

6. 5:49 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Northwest Florida Pit 1 Borrow Pit

   That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Northwest Florida Pit 1 Borrow Pit.

7. 5:50 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Triple L Farm Mineral Extraction Borrow Pit

   That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Triple L Farm Mineral Extraction Borrow Pit.

8. 5:51 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Pensacola Sandmine Borrow Pit

   That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Pensacola Sandmine Borrow Pit.

9. 5:52 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Bankhead Drive Site/East Fence Borrow Pit

   That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Bankhead Drive Site/East Fence Borrow Pit.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. July 23, 2015

1. 5:45 p.m. - A Public Hearing - Small Scale Amendment 2015-04 - North Beverly Parkway

2. 5:46 p.m. - A Public Hearing - Small Scale Amendment 2015-05 - South Beverly Parkway

3. 5:47 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility - Fenwick Pit

4. 5:48 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility - Devine Farms Pit

B. August 6, 2015

5:45 p.m. - A Public Hearing - Minimum Lot Size in LDR Ordinance (1 of 2 public hearings)

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

   That the Board approve the Request for Disposition of Property Form for the Supervisor of Elections Office, for property which is listed on the Disposition Form, to be auctioned as surplus or disposed of properly.

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

   That the Board approve the seven Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Disposition Forms, with reasons for disposal stated.

3. Recommendation Concerning a Vehicle Weight Restriction on North Highway 95A and on West Pinestead Road - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board take the following action concerning a vehicle weight restriction on North Highway 95A and West Pinestead Road:

   A. Adopt the Resolutions imposing the following regulations governing the movement of traffic and load and weight limits, implemented by the County Engineer, in accordance with Ordinance 2003-26:

   1. Vehicle Weight Restriction on North Highway 95A from Highway 97 to North Highway 29 - no trucks in excess of 10,500 pounds gross vehicle weight, except trucks servicing or having business within the described area;

   2. Vehicle Weight Restriction on West Pinestead Road from Pensacola Boulevard (US Hwy 29) to end of road - no trucks in excess of 10,500 pounds gross vehicle weight, except trucks servicing or having business within the described area;

   B. Acknowledge that any current prohibition exemption letters issued by the County are to be null and void; and

   C. Authorize the Chairman to sign the Resolutions.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Contract Extension on the Custodial Services for County Buildings Contract - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the Custodial Services for County Buildings Contract PD 10-11.049:

A. Approve the second twelve-month Contract extension, effective October 1, 2015, to American Facility Services, Inc.; and

B. Authorize the Chairman to sign all related documents.

[Funding: Facilities Management-Custodial: Fund 001, General Fund, Cost Center 310202, Object Code 53401; Employee Health Clinic: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 53401; Roads and Bridges-Administration: Fund 175, Transportation Trust Fund, Cost Center 210401, Object Code 53401; Solid Waste-Administration: Fund 401, Solid Waste Fund, Cost Center 230301, Object Code 53401; Solid Waste-Recycling: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 53401; Solid Waste-Operations: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 53401; Solid Waste-Palafox Transfer Station: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 53401]

2. Recommendation Concerning a Fiscal Year 2014/2015 Purchase Order in Excess of $50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of a Purchase Order, in the amount of $67,375, to Everbridge, Inc. (Vendor Number 420297), for the subscription period of July 1, 2015, through June 30, 2016, to provide unlimited mass notification to thousands of citizens within minutes.

[Funding: Fund 001, General Fund, Cost Center 330402, Emergency Management, Object Code 55401, Subscriptions and Memberships; and Fund 110, Other Grants and Projects Fund, Cost Center 330413, Emergency Management Performance Federal Grant, Object Code 55401, Subscriptions and Membership]

3. Recommendation Concerning Supplemental Budget Amendment #179 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #179, Other Grants and Projects Fund (110), in the amount of $211,099, to recognize proceeds from two State of Florida Division of Emergency Management (FDEM) Subgrant Agreements, to appropriate these funds for enhancement of Escambia County's Division of Emergency Management daily and emergency operations and to assist in local disaster planning and community outreach efforts. These Grant funds also support the salary of an existing County employee who provides GIS and technology assistance to the Division.

4. Recommendation Concerning Supplemental Budget Amendment #180 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #180, Other Grants and Projects Fund (110), in the amount of $14,164, to recognize proceeds from the State-Funded Subgrant Agreement, Contract Number 16-CP-11-XX-XX-XX-XXX, between the State of Florida, Division of Emergency Management and Escambia County, and to appropriate these funds for the purchase of a Command Trailer copier and AV upgrades.

5. Recommendation Concerning Supplemental Budget Amendment #184 Authorizing an Interest-Free Interfund Loan between the Local Option Sales Tax Fund and the Bob Sikes Toll Bridge Fund - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action:

A. Authorize an additional interest-free interfund loan from the Local Option Sales Tax (LOST) III Fund (352) to the Bob Sikes Toll Bridge Fund (167), in the amount of $262,371, with a payback period not to exceed five years. Additional funds are necessary due to the bid coming in higher than the established budget of $1,500,000 for the project, with the bid amount of $1,762,370.71; and

B. Adopt the Resolution approving Supplemental Budget Amendment #184, Bob Sikes Toll Bridge Fund (167), in the amount of $262,371, to recognize the proceeds of the interfund loan, and to appropriate these funds for the replacement of the toll collection system at the Bob Sikes Toll Bridge.

6. Recommendation Concerning the Clerk of Court 2nd Floor Office Modifications - Stephan Hall, Management and Budget Services Interim Department Director

   That the Board award Contract PD 14-15.059, Clerk of Court 2nd Floor Office Modifications, to Empire Builders Group, Inc., in the amount of $56,167, which includes the Base Bid, in the amount of $49,607, and Bid Alternate Number 3, in the amount of $6,560.

   [Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56201]

7. Recommendation Concerning Prieto Drive Storm Repairs - Stephan Hall, Management and Budget Services Interim Department Director

   That the Board award Contract PD 14-15.061, Prieto Drive Storm Repairs, to Gulf Atlantic Constructors, Inc., in the amount of $264,393.

   [Funding: Fund 112, Disaster Recovery Fund, Cost Center 330490, Object Code 54612, Project #ESCPW09]

8. Recommendation Concerning Highway 97 - Phase I - Roadway Widening and Drainage Improvements - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning the Highway 97 - Phase I - Roadway Widening and Drainage Improvements, PD 14-15.050:

A. Authorize the transfer of funds, as indicated below, for the Highway 97 - Phase 1 - Roadway Widening and Drainage Improvements:

PN	Project	FY 2014-2015	FY 2015-2016
09EN0305	Brickyard Road	$131,667	-
10EN0695	Barrineau Park Road	$26,715	-
10EN0575	Campbell Road	$33,122	-
11EN1035	Eastman Road	$208,714	-
14EN2765	Bratt Road	$139,120	-
08EN0115	Highway 97	$2,084,929	-
08EN0105	Highway 297A	-	$(2,084,929)
	Totals:	$2,624,267	$(2,084,929)

B. Approve a Budget Amendment to transfer funds, in the amount of $2,624,267, for Construction Costs, 10% contingency and Construction Engineering and Inspections Services, to the Highway 97 - Phase I - Roadway Widening and Drainage Improvements Project; and

C. Award Contract PD 14-15.050, for Highway 97 - Phase I - Roadway Widening and Drainage Improvements, to Roads, Inc., of NWF, in the amount of $2,168,815.15.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #8EN0115]

9. Recommendation Concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and TransCore, LP, per the terms and conditions of PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, for a lump sum of $1,675,379.02;

B. Approve and authorize the County Administrator to sign the Purchase Orders for materials included in the Scope of Work, being purchased by Escambia County due to contract savings, as follows:

1. Dell, State of Florida Contract #250WSCA10ACS;B27160, Primary Domain Controller, in the amount of $4,365.25, and Storage Array, in the amount of $5,264.91, for a sub-total of $14,928.53;

2. Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, Cisco LAN Switch, in the amount of $25,743;

3. Microsemi, Time Server (SyncServer 300 mfg.), in the amount of $5,495;

4. Dell, State of Florida Contract #250WSCA10ACS;B27160, Tape Loaders for Archival, in the amount of $9,663.62;

5. Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, DMZ Switch, in the amount of $477.00;

6. Third Party Software Purchase Orders, as follows:

a. Microsoft, Microsoft Server Exchange, in the amount of $2,381.22;

b. Microsoft, Microsoft Visual Exchange, in the amount of $363.75;

c. Symantec Buying Programs; Express level D, Symantec Endpoint Protection - (v. 12.1), License plus one year Essential Support, in the amount of $389.85;

d. Solarwinds, Patch Manager, License plus one year Maintenance, in the amount of $3,495;

e. Solarwinds, Orion NPM SL100 1SVR, License with Maintenance, in the amount of $2,795;

f. Dell, State of Florida Contract #250WSCA10ACS;B27160, App Assure software-base, Exchange, SQL Server, in the amount of $8,385.75;

7. Dell, State of Florida Contract #250WSCA10ACS;B27160, Rack, in the amount of $1,965.17; and

8. Graybar, UPS, in the amount of $10,908.80, for computer hardware totaling $86,991.69;

C. Acknowledge for the Board's Record the total for installation, in the amount of $1,762,370.71; and

D. Approve five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners. On an annual basis the County may opt to convert to an All Inclusive Maintenance at the rates provided.

[Funding: Fund 167, “Bob Sikes Toll Facility,” Cost Center 140301, Object Code 56401]

10. Recommendation Concerning Acceptance of the Donation of a Portion of Real Property for "E" Street ADA Sidewalk Upgrades and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a portion of real property located in the 2800 block of North "E" Street at the southeast corner of the intersection of "E" Street and Leonard Street, for Americans with Disabilities Act (ADA) sidewalk upgrades and drainage improvements:

A. Accept the donation of a portion of real property containing 155 square feet, located in the 2800 block of North "E" Street at the southeast corner of the intersection of "E" Street and Leonard Street from Athena Acoff, for ADA sidewalk upgrades and drainage improvements;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for sidewalk 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 Deed as of the day of delivery of the Warranty Deed 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]

11. Recommendation Concerning the Acceptance of a Drainage Easement from Jane Rollo Franklin for the Willowbrook Dam Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a Drainage Easement (approximately 1.21 acres), located in the 600 Block of Dye Street, from Jane Rollo Franklin, and the allocation of design and construction funding for the Willowbrook Dam Improvement Project:

A. Accept the donation of a 1.21 acre drainage easement located in the 600 Block of Dye Street, from Jane Rollo Franklin, for the Willowbrook Dam Improvement Project;

B. Authorize the payment of documentary stamps as the drainage easement is being donated for governmental use, which is for drainage and water quality improvements, and the County benefits from the acceptance of this drainage easement, which will enhance the safety and well-being of the citizens of Escambia County;

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

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;

E. Authorize a Budget Amendment to transfer $400,000 in Local Option Sales Tax (LOST III) from funds available in the Bridge Renovations Project to the Willowbrook Dam Improvement Project, and authorize staff to proceed with preparation of a scope of work for design services, bidding, and construction; and

F. Authorize staff to initiate activities to establish the means for perpetual maintenance of the Willowbrook Dam through the Municipal Services Benefit Unit (MSBU) program.

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

12. Recommendation Concerning the Acceptance of a Drainage Easement from James B. and Sara G. Fiveash for the Willowbrook Dam Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a drainage easement (containing 0.937 acres), located in the 600 Block of Orby Street, from James B. and Sara G. Fiveash, and the allocation of design and construction funding for the Willowbrook Dam Improvement Project:

A. Accept the donation of a 0.937 acre drainage easement located in the 600 Block of Orby Street, from James B. and Sara G. Fiveash, for the Willowbrook Dam Improvement Project;

B. Authorize the payment of documentary stamps as the drainage easement is being donated for governmental use, which is for drainage and water quality improvements, and the County benefits from the acceptance of this drainage easement, which will enhance the safety and well-being of the citizens of Escambia County;

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

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; and

E. Authorize staff to initiate activities to establish the means for perpetual maintenance of the Willowbrook Dam through the Municipal Services Benefit Unit (MSBU) Program.

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

III. For Discussion

1. Recommendation Concerning the Florida-Alabama Transportation Planning Organization - Fiscal Years 2017-2021 Project Priorities - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board review and discuss the proposed changes to the Florida-Alabama (FL-AL) Transportation Planning Organization (TPO) Fiscal Years 2017-2021 Project Priorities for transportation projects located within unincorporated Escambia County.

2. Recommendation Concerning the Escambia County Health Facilities Authority Reappointments, as Requested by Paula G. Drummond, Executive Director & General Council - Jack R. Brown, County Administrator

   That the Board take the following action concerning reappointments to the Escambia County Health Facilities Authority, as Requested by Paula G. Drummond, Executive Director & General Council:

   A. Approve the reappointment of Mr. J. H. Keith Bullock, effective August 22, 2015, through August 21, 2019;

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

   C. Approve the reappointment of Mr. Arthur J. Hall, effective August 22, 2015, through August 21, 2019.

3. Recommendation Concerning Escambia County Housing Finance Authority Reappointments, as requested by Karyn Norton, Executive Director - Jack R. Brown, County Administrator

   That the Board take the following action concerning two reappointments to the Escambia County Housing Finance Authority, as requested by Karyn Norton, Executive Director:

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

   B. Reappoint both Lamar B. Cobb and Sandra J. Ward for another four-year term, effective August 1, 2015, through July 31, 2019.

4. Recommendation Concerning Amendments to the Administrative Code, Title 6, Part 3, Unclassified Service - Jack R. Brown, County Administrator

That the Board approve amendments to the Administrative Code, Title 6, Part 3, Unclassified Service, per the following:

A. Require that all unclassified position vacancies not be filled on a regular basis unless the position has been open to the public;

B. Provide a provision to allow the Board to approve an exception to public positing;

C. Eliminate the need to publish in the Pensacola News Journal;

C. Make other technical corrections to reflect current terminology;

D. Address language regarding the compensation of Commissioner Aides;

E. Eliminate references to lump sum payments consistent with Florida law;

F. Provide clarification regarding overtime pay and exempt personnel;

G. Clarify how department heads or directors are approved by the Board; and

H. Reduce any severance pay limit to an amount consistent with Florida Statutes.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Authorizing the Scheduling of a Public Hearing to Consider Adopting an Amendment to Chapter 82 the Construction and Demolition Debris (C&DD) Ordinance

   That the Board authorize the scheduling of a Public Hearing for July 23, 2015, at 5:33 p.m. for consideration of adopting an amendment to Chapter 82 of the Escambia County Code of Ordinances amending definitions, regulations and permitting requirements for Construction and Demolition Debris (C&DD) facilities and Land Clearing Debris (LCD) facilities.

II. For Discussion

1. Recommendation Concerning *Thomas v. ConocoPhillips, Inc.* Class Action Settlement.

   That the Board review the attached letter from RG2 Claims Administration, LLC and direct the County Attorney whether to object to the proposed distribution of the remaining funds in the Thomas v. ConocoPhillips, Inc. class action settlement.

2. Recommendation Concerning Historical Flag Displays at County Buildings

   That the Board discuss whether it wishes to take additional action with regards to historical flag displays at County buildings, County property or County flag displays, pursuant to Board discussion and the request of Commissioner Lumon May at the Board's June 25, 2015 regular Board meeting,

14. Items added to the agenda.

15. Announcements.

16. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8485 **Proclamations** **6.**
BCC Regular Meeting
Meeting Date: 07/07/2015
Issue: Adoption of Proclamations
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamations.

Recommendation: That the Board adopt the following Proclamations.

A. The Proclamation commending and congratulation Kenneth Kelson, a former Escambia County Commissioner and City Councilman, for his exceptional service to the community and his service to mankind;

B. The Proclamation commending and congratulating Mr. William F. Jordan, a Dispatcher in the Communications Division of the Public Safety Department, on his selection as "Employee of the Month" for July 2015;

C. The Proclamation commending and congratulating Mr. John Dosh on his receipt of the **2015 Lifetime Achievement Award** from the Florida Governor's Hurricane Conference Board of Directors; and

D. The Proclamation recognizing and commending the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces.

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 LeeMagaha 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:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Proclamations

PROCLAMATION

***WHEREAS**, Kenneth Kelson was born September 14, 1921, in Pensacola, Florida, and went to Pensacola High School; and*

***WHEREAS**, in August 1941, Mr. Kelson married Helen, whom he's known since she was 13 years old and he was 17 years old. They have four children, 10 grandchildren, and 12 great-grandchildren; and*

***WHEREAS**, in 1955 Mr. Kelson opened Florida Electric and operated it for 60 years; he closed the business in January of this year; and*

***WHEREAS**, Mr. Kelson served as a City Councilman from May 1959 to July 1970; and*

***WHEREAS**, Mr. Kelson served as an Escambia County Commissioner from November 1974 until November 1990; and*

***WHEREAS**, Mr. Kelson was known as "Dr. No" because he voted "No" on most everything that came before him as a City Councilman and as an Escambia County Commissioner; and*

***WHEREAS**, as a sitting County Commissioner in 1982, Mr. Kelson was a strong advocate of the 1890 Courthouse Clock and vowed that the clock would be installed in a public place. In fact, he vowed almost a year before to not shave until the clock was installed on the Escambia County Courthouse lawn. On February 26, 1982, a Rededication Ceremony of the 1890 Courthouse Clock was held; the clock now stands on the corner of Palafox Place and Government Streets; and*

***WHEREAS**, in January 2004, after three decades of public service, The Vernon McDaniel Historical Society presented Mr. Kelson with a plaque for his life's work of exceptional service to the community.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, on behalf of its citizens, does hereby commend and congratulate Mr. Kenneth Kelson for his exceptional service to the community and his service to mankind.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman
District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: July 7, 2015

PROCLAMATION

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

***WHEREAS**, William F. Jordan, a Dispatcher in the Emergency Communications Division of the Public Safety Department, began his employment with the County in December 1989 and is selected for "Employee of the Month" for July 2015, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, for Escambia County Fire Rescue (ECFR), while maintaining continuous contact with responding units, Mr. Jordan dispatches appropriate apparatus to residential fires, commercial fire-related events, and wildland fires. His Fire Rescue duties also include updating responders with current, scene-changing information; announcing hydrant locations; tracking unit status changes in the Computer Aided Dispatch (CAD) System; initiating standard operating procedure for escalating events; notifying ECFR staff during times of major incidents; and monitoring fire alarm accounts for 50 County buildings; and*

***WHEREAS**, for Emergency Medical Services, Mr. Jordan dispatches appropriate units to various medical emergencies. He maintains constant radio contact with responders, while providing them with up-to-date patient and scene information. He selects the closest or most-appropriate unit to send to emergency call locations, tracks unit status changes, and updates patient information in the CAD System. He also monitors call location projections via the Dispatch "hotspot" computer to ensure projected call areas are covered with available units, coordinates mutual aid requests, such as requests to launch Life Flight, and initiates responder requests to notify hospitals of critical patient information; and*

***WHEREAS**, Mr. Jordan is also a proficient Emergency Call Taker, processing medical calls, fire calls, and non-emergency calls. Following nationally recognized protocols, he processes calls, assigns the nature code and the correct priority to each call based on the caller's response to scripted questions, and enters all responses in the CAD System. He instructs medical callers in CPR, childbirth, and the Heimlich maneuver, coordinates fire incidents with the State Fire Marshall's Office and the State Watch Office as appropriate, and notifies ECFR staff of escalating events; and*

***WHEREAS**, Mr. Jordan coordinates information on road closures, flooding conditions, and disaster incidents with Emergency Management and State Officials and performs a variety of administrative tasks in support of emergency communication operations, including monitoring equipment status, entering a variety of data into the applicable dispatch system, and sending fax transmissions; and*

***WHEREAS**, Mr. Jordan was selected as the lead to integrate a new CAD System replacing the old system, which had been in use since the early 90s. He spent countless hours over a six-month period programming and testing new methods of selecting fire apparatus for assignment to incident locations. His diligence has proven to be effective in reducing response times by selecting closest units instead of utilizing static methods. This was accomplished by integrating unit/station GPS coordinates from call location latitude/longitude coordinates. Paving the way for a smooth transition for the new operation, he conducted briefings for all ECFR personnel, developed training materials, and conducted classes for Dispatch personnel.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mr. William F. Jordan on his selection as the "Employee of the Month" for July 2015.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman
District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

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

_____
Deputy Clerk

Adopted: July 7, 2015

PROCLAMATION

***WHEREAS**, Escambia County desires to recognize outstanding public service by its employees whenever it is earned; and*

***WHEREAS**, making Escambia County and its citizens safer in the face of disaster, Mr. John Dosh has been a public service employee to the citizens of Escambia County for 30 years in multiple fields of public service; and*

***WHEREAS**, Mr. John Dosh has provided leadership and has led Escambia County through numerous disaster incidents with respect to some of the most significant historical incidents to impact Escambia County, to include Hurricane Ivan in 2004, Hurricane Dennis in 2005, Hurricane Gustav in 2008, flood incidents in 2012 and 2014, the ice storm in 2014, and many other disaster incidents throughout his many years of service; and*

***WHEREAS**, Mr. John Dosh has provided leadership and mutual aid support services in responding to and supporting several other communities around the State of Florida in the aftermath of such storms as Hurricane Charlie in 2004 and in Mississippi in the aftermath of Hurricane Katrina in 2005; and*

***WHEREAS**, in 2011, Mr. John Dosh was selected by the Florida Emergency Management Association and his emergency management professional peers to receive the **"Chad Reed" Emergency Management Professional of the Year Award** "In recognition of his outstanding leadership and dedication to the Florida Emergency Management Preparedness Association and the emergency management community"; and*

***WHEREAS**, in 2013, Mr. John Dosh was selected by the Florida Governor's Hurricane Conference Board of Directors to receive the **Bob Lay Emergency Management Award** "For dedication and contributions in support of Escambia County as well as his willingness to lend his expertise and leadership to assist Suwannee County during the 2012 Atlantic Hurricane Season"; and*

***WHEREAS**, on May 14, 2015, at the 29th Annual Governor's Hurricane Conference held in Orlando, Florida, Mr. John Dosh, the Escambia County Emergency Management Manager, was awarded the **Lifetime Achievement Award** by the Governor's Hurricane Conference Board of Directors, in recognition "For his 30 years of contribution in multiple fields of public service in planning for and responding to multiple hurricanes, tropical storms, and other disasters," and for not only contributing to the response and recovery within Escambia County, but also for his leadership and support around the State of Florida.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mr. John Dosh on his receipt of the **2015 Lifetime Achievement Award** from the Florida Governor's Hurricane Conference Board of Directors.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman
District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

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

_____
Deputy Clerk

Adopted: July 7, 2015

PROCLAMATION

***WHEREAS**, for 69 years the "Blue Angels" have accomplished their mission of enhancing Navy and Marine Corps recruiting efforts and representing the naval service to the United States, its elected leadership, and foreign nations; and*

***WHEREAS**, the United States Navy Flight Demonstration Squadron known as the "Blue Angels" are ambassadors for not only the United States Navy and the United States Marine Corps, but also for Escambia County and the surrounding communities; and*

***WHEREAS**, the "Blue Angels" are stationed at Sherman Field, NAS Pensacola, making the "Blues" Escambia County's own; and*

***WHEREAS**, since inception the "Blue Angels" have performed for more than 495 million fans; and*

***WHEREAS**, the "Blue Angels" are part of the heart of our community and bring their spirit of commitment to Escambia County by providing exemplary service to our community through their numerous activities; and*

***WHEREAS**, the "Blue Angels" embody the spirit of the American people and promote patriotism and goodwill for the United States of America wherever they may fly.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby recognize and commend the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman
District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: July 7, 2015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8477 **Proclamations** **7.**
BCC Regular Meeting
Meeting Date: 07/07/2015
Issue: Adoption of Retirement Proclamation
From: Thomas Turner, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:
Retirement Proclamation.

Recommendation: That the Board adopt the Proclamation commending and congratulating Ricardo S. Colocado, County Surveyor, Public Works Department, for eight years of dedicated service.

[THE PROCLAMATION WILL BE DISTRIBUTED UNDER SEPARATE COVER]

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

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8406 **Public Hearings** **9.**
BCC Regular Meeting
Meeting Date: 07/07/2015
Issue: 5:31 p.m. Public Hearing Amending the Barrancas Overlay District
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending the Barrancas Overlay District.

Recommendation: That the Board take the following action concerning the adoption of the Ordinance amending the Barrancas Overlay District:

A. Adopt an Ordinance of Escambia County, Florida, amending Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended; amending Chapter 3, Article 3, “Overlay Districts,” Section 3-3.3, to amend certain Site and Building Requirements in Medium Density Residential (MDR) or High Density Residential (HDR) zoning within the Barrancas Overlay District; providing for severability; providing for inclusion in the Code; and providing for an effective date; and

B. Authorize the Chairman to execute the Ordinance.

BACKGROUND:

On June 2, 2015, a Planning Board Meeting was held for a Public Hearing at 8:30 A.M. to review and recommend an Ordinance amending Chapter 3, Article 3, "Overlay Districts" within the Barrancas Overlay District.

On June 2, 2015, the Board approved to schedule and advertise a Public Hearing at 5:31 p.m. on July 7, 2015 concerning the adoption of an Ordinance amending the Barrancas Overlay District.

On July 7, 2015, the Board conducted a Public Hearing concerning the adoption of an Ordinance amending the Barrancas Overlay District. A copy of the Ordinance is attached.

BUDGETARY IMPACT:

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's office had reviewed and signed-off the original Ordinance as to form and legal sufficiency.

PERSONNEL:

There is no additional personnel needed to carry out this process.

POLICY/REQUIREMENT FOR BOARD ACTION:

Conduct a Public Hearing to amend an Ordinance within the Land Development Code is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

The draft Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office, Planning Board, all Taxing Authority Officials and all interested citizens. The CRA staff will coordinate the process for the implementation and coordination. CRA staff will ensure proper advertisement.

Attachments

Barr OL ORDINANCE-JUNE2015

ORDINANCE NUMBER 2015-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 3, "OVERLAY DISTRICTS," SECTION 3-3.3, TO AMEND CERTAIN SITE AND BUILDING REQUIREMENTS IN MEDIUM DENSITY RESIDENTIAL (MDR) OR HIGH DENSITY RESIDENTIAL (HDR) ZONING WITHIN THE BARRANCAS OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intent of this Ordinance is to amend certain building design standards within the Barrancas Overlay District;

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

Section 1. Part III of the Escambia County Code of Ordinances, The Land Development Code of Escambia County, Chapter 3, Article 3, "Overlay Districts," Section 3-3.3(f) is hereby amended as follows (additions are underlined and deletions are ~~strikethrough~~):

3-3.3 Barrancas Overlay (Barr-OL)

(f) Site and building requirements. Site and building requirements vary by location within the Barr-OL district.

(1) District-wide. The following requirements apply throughout the overlay district:

a. Structure height. Except within the WMU area, a maximum structure height of 45 feet above highest adjacent grade. Any lower height required by use or underlying zoning district shall govern.

b. Materials and colors. Building materials and colors shall avoid adverse visual impacts on surrounding properties. Accessory structures shall use the same or similar materials, color, and style of the primary structure's facade if visible from a public way.

c. Street orientation. Buildings shall create desirable pedestrian environments between the buildings and adjacent streets through clear and visible orientation to the streets.

(2) Within MDR or HDR Zoning. The following requirements apply if the underlying zoning is Medium Density Residential (MDR) or High Density Residential (HDR):

a. **Entry.** ~~Each building~~ The front façade of a residential building shall include the primary entry door, be street facing, and include a porch or stoop that complies with the following:~~.~~

1. **Front Porches**. Front porches shall be a minimum six (6) feet deep and ten (10) feet wide and should otherwise match the scale of the primary facade.

2. **Stoops**. Where buildings are elevated above grade, stoops providing connections to building entrances or porches shall be a minimum of five (5) feet wide.

b. Parking. All off-street parking shall be located in the rear yard or within a garage. For single-family detached dwellings, off-street parking can be located in a driveway, carport, or garage. For residential uses, any front-facing attached garage shall be set back an additional ten (10) feet from the primary front façade and shall not exceed 25 percent of the width of that façade if the lot width is greater than 40 feet. All other garages must face the side or rear of the parcel.

(3) Within HDMU or Commercial zoning. The following requirements apply if the underlying zoning is High Density Mixed-use(HDMU)~~}~~ or Commercial (Com):

a. Structure setbacks. Front and side structure setbacks shall be consistent with adjacent structures. Rear setbacks shall be as required by the underlying zoning district. Where setback patterns are not clearly established, buildings shall be built to within 10 feet of property lines.

b. Building orientation. Buildings shall be oriented so that the principal facades are parallel or nearly parallel to the streets they face. On corner sites, buildings shall occupy the corner.

c. Entry. Entrances shall be well lit, visible from the street, and easily accessible. Walkways separate from driveways shall lead to front doors where practical.

d. Parking. Off-street parking areas shall be connected by walkways to the buildings they serve and comply with the following:

1. **Residential**. Parking for residential uses shall be located in the rear yard or within a garage. Any front facing attached garage shall be set back at least eight feet from the primary front facade and not exceed 25 percent of that facade if the lot width is greater than 40 feet.

2. **Non-residential**. Parking for non-residential uses shall be located in the rear or side yards unless provided as shared central parking through an easement or common ownership among contiguous properties. Curb cuts for such shared parking shall be limited to one 20-foot wide access. Liner buildings or landscaping shall be used to screen parking from view from the street.

e. Screening. All service and loading areas shall be entirely screened from offsite view.

f. Scale. Buildings shall be designed in proportions to reflect human pedestrian scale and movement, and to encourage interest at the street level, which is best achieved when the ratio of street (not right-of-way) width to building height is between 1:2 and 1:3.

DRAFT

g. Outdoor dining. Outdoor dining areas shall be appropriately separated from public walkways and streets using railings, wrought iron fences, landscaping, or other suitable materials such that a minimum unobstructed pedestrian path at least six feet wide is allowed along public rights-of-way.

(4) Within WMU area. The following requirements apply within the waterfront mixed-use (WMU) area:

a. Structure height. A maximum structure height of 100 feet above highest adjacent grade.

b. Structure setbacks. For all principal structures, minimum setbacks of ten feet on each side, including any group of attached townhouses. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

Front porches, stoops, and balconies that extend beyond the primary building plane may encroach to within five feet of the property line. Steps leading to a front porch or stoop may encroach further, but not beyond the property line or onto public sidewalks.

Front and side setback lines should be consistent with adjacent structures. Where setback lines are not clearly established, buildings shall be built to within 10 feet of property lines.

c. Building orientation. Buildings shall be oriented so that the principal facade is parallel or nearly parallel to the streets they face. On corner sites, buildings shall occupy the corner.

d. Entry. Walkways separate from driveways shall lead to front doors where practical.

e. Parking. Parking and other non-habitable areas may comprise the 'first two floors of a mixed-use structure. Off-street parking areas shall be connected by walkways to the buildings they serve and comply with the following:

1. Residential. Parking for residential uses shall be located in the rear yard or within a garage. Any front facing attached garage shall be set back at least 10 feet from the primary front facade and not exceed 25 percent of that facade if the lot width is greater than 40 feet.

2. Parking structures. Access to parking structures shall be limited to the side or rear of the structures and their street facades shall be concealed by liner buildings or be screened so as to provide the appearance of being an occupied use; i.e., with articulated building fronts, windows, etc.

f. Screening. All service and loading areas and outdoor storage shall be entirely screened from off-site view by opaque fencing consisting of chain link fence with slats or privacy fence of wood, PVC, or vinyl, or by concrete or stucco walls.

g. Signs. Site signage is limited to one freestanding monument sign per development parcel, scaled primarily for pedestrians, and not to exceed 100 square feet in area and 12 feet in height, except for multi-tenant development

DRAFT

where the sign may be up to 300 square feet. Sign colors, materials, and lighting shall avoid adverse visual impacts on surrounding properties. Wall signs shall not obstruct design details, windows, or cornices of the buildings to which they are attached. For individual tenants in a multi-tenant development, wall signs shall not exceed 20 square feet per sign.

h. Resource protection.

1. **Natural features**. Natural features shall be protected and integrated into site design and development where possible.
2. **Shorelines**. Natural vegetated shoreline erosion control solutions shall be implemented where there is a high likelihood of success and effectiveness. County evaluation of shoreline protection shall consider bathymetry, wave climate, sediment quality, and adjacent and surrounding shorelines.
3. **Septic tanks**. If septic tanks are permitted they shall be located at least 100 feet from the mean high water line (MHWL) of the bayou.

i. Dock materials. All docks, bulkheads, and seawalls constructed of treated wood products should use products registered for marine use by the U.S. Environmental Protection Agency or the Florida Department of Agriculture and Consumer Services. Other recommended materials include concrete, coated steel, recycled plastic, PVC, vinyl, and fiberglass.

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 the Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by 125.68, Fla. Stat. (2014); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word “ordinance” may be changed to “section”, “article”, or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

LEFT BLANK INTENTIONALLY

DRAFT

DONE AND ENACTED this _____day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Steven Barry, Chairman

Attest:

PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

DRAFT

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Ordinance - Barrancas Overlay District

Date: 05/13/15

Date due for placement on agenda: 07/07/15

Requested by Clara Long, Division Manager

Phone Number: 595-3596

(LEGAL DEPARTMENT USE ONLY)

Legal Review by Kenna Smith

Date Received: 5/13/15

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8415 **Public Hearings** **10.**
BCC Regular Meeting
Meeting Date: 07/07/2015
Issue: 5:32 p.m. Public Hearing amending the Warrington Overlay District
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance amending the Warrington Overlay District.

Recommendation: That the Board take the following action concerning the adoption of the Ordinance amending the Barrancas Overlay District:

A. Adopt an Ordinance of Escambia County, Florida, amending Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended; amending Chapter 3, Article 3, “Overlay Districts,” Section 3-3.8, to amend Prohibited Uses within the Warrington Overlay District; providing for severability; providing for inclusion in the Code; and providing for an effective date; and

B. Authorize the Chairman to execute the Ordinance.

BACKGROUND:

On June 2, 2015, a Planning Board Meeting was held to discuss a Public Hearing at 8:30 A.M. to review and recommend an Ordinance amending Chapter 3, Article 3, "Overlay Districts", within the Warrington Overlay District.

On June 2, 2015, the Board approved to schedule and advertise a Public Hearing for Tuesday, July 7, 2015 to adopt an Ordinance amending the Warrington Overlay District.

On July 7, 2015, the Board conducted a Public Hearing concerning the adoption of an Ordinance amending the Barrancas Overlay District. A copy of the Ordinance is attached.

BUDGETARY IMPACT:

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's office has reviewed and signed-off the original Ordinance as to form and legal sufficiency.

PERSONNEL:

There is no additional personnel needed to carry out this process.

POLICY/REQUIREMENT FOR BOARD ACTION:

Conduct a Public Hearing to amend an Ordinance within the Land Development Code is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

The draft Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office, the Planning Board, all Taxing Authority Officials and all interested citizens. The CRA staff will coordinate the process for the implementation and coordination. CRA staff will ensure proper advertisement.

Attachments

WARR OL ORDINANCE-June2015

ORDINANCE NUMBER 2015-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 3, "OVERLAY DISTRICTS," SECTION 3-3.8, TO AMEND PROHIBITED USES WITHIN THE WARRINGTON OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intent of this Ordinance is to amend certain prohibited uses within the Warrington Overlay District;

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

Section 1. Part III of the Escambia County Code of Ordinances, The Land Development Code of Escambia County, Chapter 3, Article 3, "Overlay Districts," Section 3-3.8(d) is hereby amended as follows (additions are underlined and deletions are ~~strikethrough~~):

3-3.8 Warrington Overlay (Warr-OL)

(d) Prohibited uses. The following uses are prohibited in the Warr-OL district regardless of their status in any underlying zoning district:

~~(1) Portable food vendors.~~

~~(2)~~ (1) Manufactured (mobile) homes. The construction of modular homes is not prohibited.

~~(3)~~ (2) Manufactured (mobile) home subdivision or parks.

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 125.68, Fla. Stat. (2014); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. **Effective Date**.

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

DONE AND ENACTED this _____day of _____, 2015.

Approved as to form and legal sufficiency.

By/Title: Asst Assistant County Atty

Date: 6/15/15

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Steven Barry, Chairman

Attest:

PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8324 **Public Hearings** **11.**
BCC Regular Meeting
Meeting Date: 07/07/2015
Issue: 5:33 p.m. Public Hearing - Issuance of Operational Permit for Resource Extraction for Shortleaf Borrow Pit
From: Horace Jones, Department Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing concerning the issuance of an Operational Permit for Resource Extraction for Shortleaf Borrow Pit.

Recommendation: That the Board approve and authorize, or deny, the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Shortleaf Borrow Pit.

BACKGROUND:

At the February 19, 2015, Board of County Commissioners (BCC) Regular Meeting, the BCC unanimously approved adopting (*by Ordinance Number 2015-5*) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (*submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years*); (*incorporate the grandfathering provisions provided in the Errata Sheet and*) strike all references to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet; and approving (*that the grandfathered borrow pit owners will not have to pay*) additional permitting fees or go through the DRC (*Development Review Committee*), with a disclaimer that "this does not guarantee your reclamation permit for the future."

Article VIII. - Borrow Pits and Reclamation, Section 42-323, Requirements and permits.,of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires a Public Hearing to obtain the permit.

Article VIII. - Borrow Pits and Reclamation, Section 42-324,Scope and compliance., of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public

hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with **Chapter 42, Article VIII, Borrow Pits and Reclamation**, of the Code of Ordinances of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Development Services Department will issue an operational permit for resource extraction only for Shortleaf Borrow Pit.

Attachments

02-18-2015 - E-Mail from Alison Rogers to Commissioners

Operational Permit

Public Hearing Sign

From: Alison A. Perdue
Sent: Wednesday, February 18, 2015 4:26 PM
To: District1; Wilson B. Robertson; District2; Doug Underhill; District3; Lumon J. May; District4; Grover C. Robinson; District5; Steven L. Barry
Cc: Jack R. Brown; Horace L Jones; Pat T. Johnson; KEITH T. WILKINS; Dianne C. Simpson
Subject: grandfathering
Attachments: grandfatheringpits.docx

Commissioners,

As a follow-up to the conversation from the last Board meeting relative to grandfathering of existing pit operations, attached find proposed language that I will distribute as an errata sheet for both the LDC and for the ch. 42 borrow pit ordinance public hearings. I invite you to distribute to whomever you feel may be interested in the issue. Mr. Rigby, who raised this issue at our last meeting, is aware of this language. I am not sure if he will have additional comments tomorrow or not.

Any questions, please get with me directly and do not respond to this email.

Alison

L. *Existing permitted and unpermitted activities.* Borrow pits, resource extraction and reclamation activities existing and in operation prior to August 22, 2014, or permitted prior to that date, shall be grandfathered (or vested) in accordance with the following regulations.

1. *Lawful nonconforming activities existing prior to June 2, 2005*. Ordinance 2005-18 was adopted on June 2, 2005. Borrow pits, resource extraction and reclamation activities existing and in operation prior to June 2, 2005 became lawful nonconforming land uses on June 2, 2005. Such land use activities were and are subject to the provisions of Article 9 of the Land Development Code. Local permits are required and to the extent these facilities and land use activities are not grandfathered and do not already comply with applicable regulations, they shall have 180 days from the date this ordinance is approved to comply. Extensions for extenuating circumstances may be approved by the County Administrator or the County Administrator's designee on a case-by-case basis.

2. *Unpermitted existing activities*. Borrow pit, resource extraction and reclamation activities created on or after June 2, 2005 that were otherwise in a zoning district that authorized the land use activity as either a permitted or conditional use, and which made application for either permitting or a development order prior to August 22, 2014, shall obtain and will be considered for a local permit to operate consistent with their current and historical use of the property. The technical conditions of the permit shall be addressed on a case-by-case basis, which will include consideration of the nature and history of the activity to be permitted and the length of time the activity has been ongoing; however, the permit conditions will include compliance with this article to the extent feasible. Facilities qualifying to request treatment pursuant to either section L.1 or L.2 may choose either.

3. *Permitted existing activities*. The grandfathered status and vested rights of operators and owners of borrow pits, resource extraction and reclamation activities that held a current and active development order or other permit issued by the County prior to August 22, 2014, are to obtain local permits upon approval of this section and are to be addressed on a case-by-case basis that will include consideration of the specific wording of the previously approved development order, permit and any other land use approval issued by the County relating to the operation of the borrow pit, resource extraction or reclamation activity. Previously permitted or approved performance standards remain in effect, except where the County determines the public health, safety and welfare dictates the current standard apply.

4. In no event shall the application of any revision to the Land Development Code relating to an activity that falls within the coverage of subsection L be so severe as to make the permitted activity either economically infeasible or to impose an inordinate burden on the land use activity, as such inordinate burden is defined in Section 70.001, Fla. Stat.

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

Project: Shortleaf Borrow Pit
Location: 2022 Longleaf Drive & 6841 Kemp Rd (Phase II)
Flood Zone: X
Property Reference #: 24-1S-30-1600-000-001
41-1S-30-1000-000-000

Future Land Use: I/MU-U
Zoning District: C-2

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit #07081472, as amended by Site Plan Resource Extraction Development Order #PSP140500046.

2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.

4. Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C&DD operations and/or LCD operations.

5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.

6. The date of issuance of this permit is the _____ day of July, 2015, and the effective date is July 7, 2015. The expiration date of this permit is July 7, 2020.

_____
County Staff Designee (*Please Print*)

_____
Signature

I acknowledge receipt of this permit on the _____ day of _____, 2015.

_____
Property Owner *(Please Print)*

_____
Signature

SHORTLEAF
Fill Dirt
All Types of Sand & Dirt
Jackie Radford
393-0339
NOTICE OF
PUBLIC HEARING
BOARD OF COUNTY COMMISSIONERS
RESOURCE EXTRACTION
PERMIT
CASE NO: PSP140500046
DATE: 07/07/15 TIME: 5:33 PM
LOCATION OF HEARING
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE
FIRST 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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8464 **Public Hearings** **12.**
BCC Regular Meeting
Meeting Date: 07/07/2015
Issue: 5:34 p.m. Public Hearing to Consider Amending the Dog Parks on Pensacola Beach Ordinance
From: Meredith Crawford, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for consideration of adopting an Ordinance amending the Dog Parks on Pensacola Beach Ordinance.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 10, Article 1, Section 10-25, of the Escambia County Code of Ordinances, to extend the sunset provision regarding dog parks on Pensacola Beach.

BACKGROUND:

At its June 25, 2015 meeting, the Board approved setting the Public Hearing for consideration of amending the Dog Parks on Pensacola Beach Ordinance.

Section 10-25 of the Escambia County Code of Ordinances establishes dog parks on Pensacola Beach. This section contains a sunset clause which will automatically repeal the ordinance, unless it is reviewed and saved from repeal through reenactment by the Board. This section is scheduled to expire July 23, 2015. The amended ordinance will extend the sunset provision in Section 10-25 related to dog parks on Pensacola Beach for four years.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Meredith D. Crawford. The Ordinance was advertised in the June 27, 2015, edition of the *Pensacola News Journal*.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

Ordinance

ORDINANCE NUMBER 2015-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-25 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DOG PARKS ON PENSACOLA BEACH TO EXTEND THE SUNSET PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety and welfare to provide protection for, regulate, and control animals in the County; and

WHEREAS, the Board of County Commissioners finds that the County's ordinances relating to animal control require amendment to promote the health, safety and welfare of the public by providing protection for, regulation and control of animals on public beaches in the County; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendments to extend the sunset provision from the animal control ordinance related to dog parks on Pensacola Beach serves an important public purpose.

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

Section 1. That Volume 1, Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances is hereby amended to read as follows:

(1) Short Title. This section shall be known as the "Pensacola Beach Dog Park Ordinance."

(2) Legislative Intent. The intent of this section is to establish two parks on Pensacola Beach where dogs are permitted subject to the regulations provided herein that will promote a pet-friendly atmosphere while enhancing the health, safety and welfare of the public by providing protection for, regulation and control of animals on designated public beaches in Escambia County.

(3) Dog parks, requirements, hours.

(a) Except as specifically provided herein, it shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or otherwise under his control, on public bathing beaches or recreational areas on that portion of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority.

(b) Dogs shall be permitted on that portion of Pensacola Beach on the Gulf of Mexico adjacent to Parking Lot B ("Park West") extending south from the dune vegetation line to the Gulf of Mexico and 100 yards to the west of the dune walkover and Parking Lot E ("Park East") extending south from the dune vegetation line to the Gulf of Mexico and 150 feet to the east and 150 feet to the west of the dune walkover.

(c) From May 1 through October 31, the hours of operation shall be from 7:00 a.m. until sunset. From November 1 through April 30, the hours of operation shall be from the time of sunrise until sunset.

(d) The Santa Rosa Island Authority shall provide appropriate signage designating the park boundaries and rules of operation.

(e) All dogs shall be prohibited from roaming freely within the boundaries of the park. Each dog must be fastened to a suitable leash of dependable strength not to exceed eight (8) feet in length, and the leash must be held at all times by the person maintaining supervision and control over the dog.

(f) Any person having a dog on the beach during the above enumerated hours must carry with and on such person suitable materials with which to remove from the beach any fecal matter deposited by the dog. Any fecal matter must be removed immediately upon its deposit by the person maintaining supervision and control over the dog.

(g) Each dog must have the proper license tags affixed to its collar or harness at all times.

(h) No person maintaining supervision and control over a dog on the beach may deliberately disobey a reasonable command to ensure compliance with the rules and regulations provided in this section. A reasonable command shall only be made by the executive director, the director of public safety, the water safety supervisor and senior lifeguards of the Santa Rosa Island Authority while in the performance of their official duties. A reasonable command shall be preceded by a verbal warning to cease the prohibited activity and such person shall be permitted a reasonable opportunity to comply with the warning. A reasonable command shall be made in the presence of the county sheriff or his or her deputies.

(i) The executive director and the director of public safety of the Santa Rosa Island Authority shall have the authority to close the parks when deemed necessary to ensure the health, safety and welfare of the general public.

(4) Enforcement and penalty. This section may be enforced by the county sheriff and his or her deputies or county animal control officers as provided in this chapter. Violators of this section shall be guilty of a civil infraction and punishable pursuant to section 10-23.

(5) Sunset provision. This provision shall stand repealed ~~one year~~ four years from the date of enactment unless reviewed and saved from repeal through reenactment by the Board of County Commissioners.

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 the Code.

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

Section 4. Effective Date.

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

DONE AND ENACTED this ___ day of_____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Approved as to form and legal sufficiency.
By/Title: M Crumpford
Date: 6/03/2015

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Enacted:

Filed with Department of State:

Effective:

AI-8483 **Clerk & Comptroller's Report** **13. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 07/07/2015
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
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. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 25, 2015;

B. Approve the Minutes of the Attorney-Client Session held June 25, 2015; and

C. Approve the Minutes of the Regular Board Meeting held June 25, 2015.

Attachments

20150625 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JUNE 25, 2015
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 9:36 a.m.)

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Lumon J. May, District 3
Commissioner Wilson B. Robertson, District 1
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Grover C. Robinson IV, Vice Chairman, District 4

1. FOR INFORMATION: The agenda for the June 25, 2015, Regular Board Meeting, was reviewed as follows:

   A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC agenda;

   B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;

   C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;

   D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's;

   E. County Attorney Rogers reviewed the County Attorney's Report; and

   F. Commissioner Underhill discussed his add-on item and Ray Palmer, Pensacola Sports Association, provided the Board with an update concerning the Sports Tourism Study and the progress of the Private/Public funding initiative.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8367 **Growth Management Report** **13. 1.**
BCC Regular Meeting
Meeting Date: 07/07/2015
Issue: Reveiw of Rezoning Cases heard by the Planning Board on June 2, 2015
From: Horace Jones, Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on June 2, 2015

That the Board take the following action concerning the rezoning cases heard by the Planning Board on June 2, 2015:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2015-11 and Z-2015-12 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-2015-11**
Address:	2755 Fenwick Road
Property Reference No.:	42-1S-30-3001-002-003
Property Size:	0.77 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses (Dwelling unit density limited to vested residential development. Lodging unit density not limited by zoning.)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Robertson Brazwell, LLC, Owner
Planning Board Recommendation:	Approval
Speakers:	Buddy Page, Michael Shipp
2. Case No.:	**Z-2015-12**

Address:	9600 Block Tower Ridge Road
Property Reference:	01-1S-32-1000-070-003; 01-1S-32-1000-050-003; 01-1S-32-1000-050-004; 01-1S-32-1000-110-003; 01-1S-32-1000-080-003; 01-1S-32-1000-120-004
Property Size:	78.72 (+/-) acres
From:	RMU, Rural Mixed-use district (two du/acre)
To:	LDMU, Low Density Mixed-use district (seven du/acre)
FLU Category:	RC, Rural Community (MU-S pending state review)
Commissioner District:	1
Requested by:	Kerry Anne Schultz, Agent for The Busbee Limited Partnership and Murphy J. Jacob Trust
Planning Board Recommendation:	Approval
Speakers:	Kerry Anne Schultz, Tommy Brown, Edward Morgan

BACKGROUND:

The above cases were owner initiated and heard at the June 2, 2015, 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 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-2015-11

Z-2015-12

Z-2015-11

Next we will hear from the applicant and any witnesses that he or she may wish to call. Then we will hear from the staff and any witness they may wish to call. Finally we'll
08:39AM hear from members of the public who have filed a speaker request form.

The Rezoning Hearing Package for today with Findings-of-Fact has been previously provided to the Board members. The Chair will
08:39AM entertain a motion to accept the Rezoning Hearing Package with Findings-of-Fact and legal advertisement and evidence.

VOID

Do we have a motion?

MR. CORDES: So moved.

08:39AM MR. TATE: Do we have a second?

MR. WINGATE: Second.

MR. TATE: All those in favor of the motion, please raise your right hand.

(Board members vote.)

08:39AM MR. TATE: All those opposed?

(None.)

MR. TATE: Thank you. The motion passes.

(Motion passed unanimously.)

MR. TATE: The Rezoning Hearing Package with Findings-of-Fact and legal advertisement

will be marked and included in the record as Composite Exhibit A for all of today's cases.

(Composite Exhibit A, Rezoning Hearing Package with Findings-of-Fact and Legal Advertisement was identified and admitted.)

(Transcript continues on Page 11.)

VOID

* * *

* * *

CASE NO: Z-2015-11

Applicant: Wiley C. "Buddy" Page, Agent for Robertson Brazwell, LLC, Owner

Address: 2755 Fenwick Road

Property Size: 0.77 (+/- acres)

From: HDMU, High Density Mixed-use district, (25 du/acres)

To: HC/LI-NA, Heavy Commercial and Light Industrial district, prohibits the subsequent establishment of bars, nightclubs, oradult entertainment uses. (Dwelling unit density limited to vested residential development. Lodging unit density not limited by zoning).

MR. TATE: There are two cases to be heard
08:40AM today. The first rezoning application for consideration is Case Number Z-2015-11, which requests the rezoning of 275 Fenwick Road from HDMU, that's High Density Mixed Use District, to HC/LI-NA, Heavy Commercial and Light Industrial district, prohibits the subsequent establishment of bars, nightclubs, or adult entertainment uses, as requested by the applicant, Mr. Buddy Page, for Robertson Brazwell, LLC.

08:40AM Members of the Board, has there been any

ex parte communication between you and the applicant, or the applicant's agents, attorneys or witnesses, with fellow Planning Board members or with anyone from the general
08:40AM public prior to this hearing? Have you seen the subject property? Also please disclose if you are a relative or business associate of the applicant or the applicant's agent.

We'll go ahead and start down here to my
08:41AM left and work our way down, if you would each just answer in the affirmative or negative.

MS. ORAM: No to all.

MR. PYLE: I have not had communication. I have seen the property.

08:41AM MR. LOWERY: No to all.

MR. TATE: The Chairman. No to all.

MR. CORDES: No to all.

MR. WINGATE: No. I have visited the site, no communications.

08:41AM MR. RUSHING: No to all.

MR. TATE: Thank you.

Staff, was notice of the hearing sent to all interested parties?

MS. BOHON: Yes.

08:41AM MR. TATE: Was the notice of hearing

13

1 posted on the subject property?
2 MS. BOHON: Yes.
3 MR. TATE: Staff will now present the maps
4 and photographs for Case Z-2015-11.
08:41AM 5 (Presentation of Maps and Photographs.)
6 MR. FISHER: John Fisher. This is the
7 location map for the Rezoning Case Z-2015-11.
8 This is the aerial map. This is the existing
9 land use map with the 500-foot buffer radius.
08:42AM 10 This is the Future Land Use with the Mixed Use
11 Urban. This is our zoning map. You can see
12 it's currently zoned HDMU. This is a
13 subdivision map of the surrounding
14 subdivisions.
08:42AM 15 This is the public hearing sign. This is
16 looking east along Fenwick Road. This is
17 looking onto the subject property. This is
18 looking west along Fenwick Road. This is
19 looking north from Fenwick Road. This is the
08:42AM 20 500-foot radius map from Chris Jones, Property
21 Appraiser, for the mailing list. These is the
22 mailing list. That concludes the maps.
23 MR. TATE: Would the applicant or their
24 representative please come forward.
08:43AM 25 Good morning, Mr. Page.

14

1 MR. PAGE: Good morning.
2 MR. TATE: Would you please swear in the
3 witness.
4 (Wiley C. "Buddy" Page sworn.)
08:43AM 5 MR. TATE: Please state your full name and
6 address for the record.
7 MR. PAGE: Mr. Chairman, Wiley Page, 5337
8 Hamilton Lane, Pace, Florida 32571.
9 MR. TATE: Have you received a copy of the
08:43AM 10 rezoning hearing package with the
11 Findings-of-Fact?
12 MR. PAGE: I have.
13 MR. TATE: Do you understand that you have
14 the burden of providing substantial competent
08:43AM 15 evidence that the proposed rezoning is
16 consistent with the Comp Plan, furthers the
17 goals, objectives and policies of the
18 Comprehensive Plan and is not in conflict with
19 any portion of the County's Land Development
08:44AM 20 Code?
21 MR. PAGE: I do.
22 MR. TATE: Please proceed.
23 MR. PAGE: Thank you, Mr. Chairman. This
24 application before you this morning at 2755
08:44AM 25 Fenwick Road is for a piece of property that

15

1 is behind a piece of property that many
2 members of this Board will recall was approved
3 for its present zoning probably about a
4 year-and-a-half or so back. One of the items
08:44AM 5 that was to be measured in this as far as some
6 of the background goes was is there more than
7 51 percent of the front block being used for
8 nonresidential purposes.
9 That calculation is in the backup,
08:44AM 10 Mr. Chairman, for the original request made
11 sometime back and it is also referenced in
12 this one, as well, because there have been no
13 changes in terms of the amount of
14 nonresidential activity going on along Fenwick
08:45AM 15 Road.
16 You will also recall that as part of the
17 presentation and part of the package on that
18 original request for this front piece was
19 several historic aerial photographs going back
08:45AM 20 to the -- some I think was the late fifties or
21 early sixties that actually showed an
22 industrial type pit in place long before a
23 number of these adjacent subdivisions were
24 even constructed. So the notion of who was
08:45AM 25 there first, I think, was settled at that

16

1 meeting and is part of the record,
2 Mr. Chairman, that the clay pit has been there
3 before many many of the adjacent construction
4 type subdivisions.
08:45AM 5 The owner of the front piece has a tenant
6 on it that is an ATT contractor. He has been
7 there for, I think, almost 17 years now and
8 needs additional lay down area. I don't know
9 if the photographs showed very well, but they
08:46AM 10 lay cable for AT&T and these cable I think
11 there were several there that are orange in
12 color are on spools that are about eight feet
13 high. They need additional room. For that
14 reason the owner of the front piece of
08:46AM 15 property purchased .79 acres to the rear to
16 allow for an additional lay down area for the
17 existing tenant at that location.
18 Mr. Chairman, with that by way of
19 background, Criterion A, consistency with the
08:46AM 20 Comprehensive Plan. The findings of the staff
21 is that it is consistent with those policies,
22 especially Comprehensive Plan Policy (CPP)
23 1.3.1, Future Land Use categories.
24 Mr. Chairman, under Criterion B,
08:47AM 25 consistency with the Land Development Code,

17

1 there are a number of citations that are
2 referenced here. I think one in particular is
3 under Item E on the second page that says
4 location in area where already established
08:47AM 5 nonresidential uses are otherwise consistent
6 with HCLI and where the new use would
7 constitute infill or similar intensity as the
8 conforming development on surrounding parcels.
9 This piece of property that's been
08:47AM 10 acquired, if you take a look in the upper
11 right-hand corner of the aerial, it showed
12 that it already was being used some for
13 additional outside storage. So we feel under
14 that criterion, even though it is written as
08:47AM 15 findings of the staff as being not consistent,
16 the reliance on that inconsistency,
17 Mr. Chairman, had to do with the locational
18 criteria with some thought that it still had
19 to come out in some fashion to get up onto
08:48AM 20 Fenwick, which is not the case. This is
21 merely an additional piece of property for an
22 existing piece of property that already fronts
23 on Fenwick. This Board approved that
24 locational criteria for that parcel, as I say,
08:48AM 25 about a year-and-a-half ago. It is an on

18

1 -site contractor for an additional lay down
2 area as I have stated.
3 In terms of compatibility with surrounding
4 areas, we concur with the staff's finding that
08:48AM 5 based upon what's already there it is
6 compatible.
7 Criterion D, any changed conditions, we
8 agree. We don't see changed conditions in
9 that area. They still are removing materials
08:48AM 10 out of the clay pit. The large Gulf Power
11 operation across the street continues. And
12 this particular contractor certainly continues
13 into his 17th year of doing the same thing.
14 Under Criterion D, the development
15 patterns, we concur with the staff's findings
16 that it does result in a logical and orderly
17 development pattern.
18 And the effect on the natural environment,
19 Mr. Chairman, we would offer that the lay down
08:49AM 20 of materials there will be some type of orange
21 plastic housed optic cable of some type, which
22 will have no effect on the natural
23 environment.
24 So, Mr. Chairman, with regard to the
08:49AM 25 criteria we think with the exception of what

19

1 the staff found as an inconsistency for
2 location, I hope I have explained the
3 situation there clear enough to show that
4 given all the facts that we are, in fact,
08:49AM 5 consistent with even the locational criteria.
6 Just as a final thought, the sand and clay
7 operation, gravel, whatever might eventually
8 come from that pit, it is zoned such that the
9 pit owner can certainly continue to widen
08:50AM 10 that. By changing this particular .79 or .79
11 acres over to what we're requesting it
12 precludes that particular portion behind a
13 residential house from having an expansion of
14 that hole in the ground, if you will. Even
08:50AM 15 though it does say in there that clay pits are
16 certainly allowed in this category, it also
17 has the provision that, yes, they're allowed,
18 but they have to be at least 20 acres in size
19 and meet some other criteria. Certainly .79
08:50AM 20 acres will not meet that criteria, so it is
21 trumped by the size of the parcel itself.
22 Mr. Chairman, based upon the information
23 that we have provided and the staff's
24 findings, we would ask the Board's
08:51AM 25 consideration to grant our request. Thank

20

1 you.
2 MR. TATE: Thank you.
3 MS. SMITH: Mr. Chairman, if I might, the
4 new Land Development Code requires that a
08:51AM 5 request for a change to HC/LI-NA designation
6 be by affidavit with the applicant
7 acknowledging that his criteria -- his
8 designation has certain limitations. That
9 affidavit is not in the record. It's been
08:51AM 10 prepared today and I would like the Board to
11 address including it in the record for this
12 application.
13 MR. TATE: Thank you. Board, what we need
14 to do is take action in regard to this
08:51AM 15 document to add it to today's package as
16 Exhibit A, if I could have a motion to accept
17 the affidavit.
18 MR. LOWERY: Move to accept the affidavit.
19 MR. PYLE: Second.
08:52AM 20 MR. TATE: We have a motion and a second.
21 All those in favor, signify by raising your
22 right hand.
23 (Board members vote.)
24 MR. TATE: All those opposed?
08:52AM 25 (None.)

21

MR. TATE: Thank you. The motion passes.
(Motion passed unanimously.)
MR. TATE: It will be marked as Exhibit A.
MS. SMITH: Thank you, Mr. Chairman.
(Exhibit A, Affidavit, was identified and admitted.)
MR. PAGE: That's all I have.
MR. TATE: At this time staff will make their presentation.
(Presentation by John Fisher, previously sworn.)
MR. FISHER: John Fisher, Urban Planner. Again this is Rezoning Z-2015-11, 2755 Fenwick Road, from HDMU, High Density Mixed Use
08:52AM District, 25 dwelling units per acre.
Under the submission data, the two, it says HCHC. We need to strike out actually HC, the two HCs in there accidentally.
Moving on to HC/LI-NA, Heavy Commercial and Light Industrial district, prohibits the subsequent establishment of bars, nightclubs, or adult entertainment uses. (Dwelling unit density limited to vested residential development. Lodging unit density not limited by zoning).

22

Under Criterion A, consistent with the Comprehensive Plan. The proposed amendment to HC/LI-NA **is consistent** with the intent and purpose of Future Land Use (FLU) category MU-U, as stated in CP Policy FLU 1.3.1.
The MU-U category promotes the use of roads, public services and existing infrastructure, as stated in FLU 1.5.1. The proposed amendment **is consistent** with the Comprehensive Plan and the FLUM, and not in conflict with any of its provisions. The permitted uses of HC/LI-NA are consistent with the stated intent and purpose of the MU-U FLU category. The increase in maximum residential density is consistent with that allowed by MU-U and with the allowance of higher residential densities to promote compact development. Consistency with other applicable policies of the Comprehensive Plan would be evaluated during review of development for compliance with implementing Land Development Code regulations.
Criterion B. Consistent with the Land Development Code. The proposed amendment **is not consistent** with the stated purposes and

23

intent of the LDC due to the locational criteria. The rezoning to HC/LI-NA is located along a local street and not the required arterial street classification; however the property does meet all other locational criteria standards in the site design condition. The subject property is within the required future land use category. HC/LI-NA zoning prohibits the uses of any bars, nightclubs, or adult entertainment uses which limits the overall impact of the surrounding neighbors. The applicant has not made any proposed development plans for the parcel at this time; however, if the owner decides to develop this parcel at a later time, all of the requirements under the Land Development Code will apply. All other requirements of the Land Development Code will be evaluated for consistency during the Site Plan Review
08:55AM process.
Under Criterion C, compatible with surrounding uses, the proposed amendment **is compatible** with the immediate contiguous parcels, however, parcels with zoning of MDR must be considered because of the intensity of

24

the allowable uses of HC/LI-NA. Within the 500-foot radius impact area, staff observed properties with the zoning districts MDR, HDMU and HC/LI. Staff also observed three subdivisions, Pensacola Heights, Weyland Park and Henrietta Acres, which are included in the surrounding 34 single-family dwellings, six mobile homes, three vacant parcels, one multifamily unit, one utility electricity site, one professional office, one electric easement, and one borrow pit.
When looking at the residential dwellings only two to the east are adjoined to the subject property. The subject parcel has already been cleared and being used as a light industrial site which adjoins a currently working borrow pit.
Criterion D, changed conditions. Staff found **no changed** conditions that would impact the amendment or property. Staff located in the 500-foot buffer one rezoning case Z-2013-07, 2755 Fenwick Road, from R-5 to C-2NA approved by the BCC on September 9, 2013. It currently says September 9th in
08:57AM the findings. I will correct it to say

25

1 September 5th.
2 Under Criterion E, development pattern,
3 along with the existing condition of the
4 subject property, the adjoining properties to
5 the North, South, and West have the same uses
6 as HC/LI-NA, which would result in a logical
7 and orderly development pattern.
8 Criterion F, effect on the natural
9 environment, according the National Wetlands
08:57AM 10 Inventory, wetlands and hydric soils were not
11 indicated on the subject property. When
12 applicable, further review during the site
13 plan review process will be necessary to
14 determine if there would be any significant
08:57AM 15 adverse impacts on the natural environment.
16 That concludes the staff's findings.
17 MR. TATE: Thank you. Staff presented two
18 scrivener's errors that need to be corrected
19 in this document that we have previously
08:58AM 20 accepted. May I have a motion to accept those
21 two changes?
22 MR. PYLE: So moved.
23 MR. LOWERY: Second.
24 MR. TATE: A second. All those in favor,
25 please raise your right hand.

26

1 (Board Members vote.)
2 MR. TATE: Thank you. The motion passes.
3 (Motion passed unanimously.)
4 MR. TATE: Mr. Page, at this time do you
08:58AM 5 have any questions of staff?
6 MR. PAGE: No.
7 MR. TATE: All right.
8 Staff, do you have anything further to
9 present to the Board?
08:58AM 10 MR. FISHER: Not at this time.
11 MR. TATE: For those members of the public
12 who wish to speak on this matter please note
13 that the Planning Board bases its decision on
14 the approval of conditions and exceptions
08:58AM 15 described in Section 2.07.2 of the Escambia
16 Land Development Code. Those are before you
17 on the board.
18 During its deliberations the Planning
19 Board will not consider the general statement
08:58AM 20 of support or opposition. Accordingly, please
21 limit your testimony to the approval
22 conditions and exceptions described in Section
23 2.07.2.
24 Please also note that only those
08:58AM 25 individuals who are present and give testimony

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1 on the record at this hearing before the Board
2 will be allowed to speak at subsequent
3 hearings before the Board.
4 At this time I have one individual who has
08:59AM 5 signed up to speak in regard to this hearing.
6 Are there any other individuals who wish to
7 speak?
8 Mr. Shipp, if you would come forward. We
9 usually use a clock. I'm not going to
08:59AM 10 restrict you to the clock because you are the
11 only speaker in this hearing. I would ask,
12 though, that you state your full name and
13 address for the record and be sworn in.
14 (Michael Shipp sworn.)
08:59AM 15 MR. SHIPP: Good morning. My name is
16 Michael Shipp and I live at 2305 Reva Circle,
17 which is basically just southeast of what is a
18 hole in the ground right now. For about 30
19 years I've lived there.
08:59AM 20 I'm a little confused about what's going
21 on here because we're talking about
22 development of a heavy industrial commercial
23 area in what appears to be a hole in the
24 ground. The actual location of this property,
09:00AM 25 and I heard only one member actually went out

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1 and looked, it's dead center of several
2 residential areas with no major access other
3 than Memphis Avenue. Memphis Avenue is a
4 small two-lane road with speed bumps on it and
09:00AM 5 a big sign at the access of it that says no
6 trucks. So, you know, that's the first issue
7 I have right there. You're taking a current
8 parcel that is medium density and going to
9 heavy commercial with no way to get large
09:00AM 10 trucks in and out of there supposedly.
11 The second thing I have about this is I
12 don't know exactly, because they were
13 discussing putting a lay down area or
14 something, to build something there, I went
09:01AM 15 over there and visited the property yesterday
16 and it's a hole in the ground. I mean, are
17 they going to fill the hole in? What are the
18 plans there?
19 I don't know about what they plan, but
09:01AM 20 I've lived there for 30 years. They have not
21 been great stewards of this property. They've
22 allowed erosion to occur, which violates --
23 where are we at -- F, effect on the natural
24 environment. If you go over there and look
09:01AM 25 across you can see where the BMW Roof Truss

29

Company their fences are actually starting to collapse because the erosion has caused the bases of the fence posts to become exposed.

I went over off of what is considered -- 09:01AM let me look at it -- Sondu. Yeah, Sondu Drive and walked from me to you through a little strip of woods and there is a drop-off with no fence, 20 feet straight down. Kids could fall in there, people walking through there, 09:02AM whatever. I mean, they have not been great stewards.

So my concern is if you're going to bring all this big heavy equipment in there, what are you going to do to keep natural kids' 09:02AM curiosity, things like that out? Because they're not protecting the property as it is.

That's really it. One of the things that kind of, and I may have turned a little red on this, the arrogance of saying we've been there 09:02AM since 1950 and we can pretty much do what we want, I've tried to be a good neighbor in 30 years. I've listened to dump trucks. I've smelled the dust. I've listened to heavy equipment. I've never complained. Because 09:02AM he's right, they were there first.

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As it is right now I've got no issues with it at all. It's an irritant, but it's not to the point where it's something I want to complain about because they were there first. 09:03AM But they were there as a pit, not a big heavy industrial complex. It is not appropriate for an industrial complex to be sitting in that spot right there and that's why my family, myself and all of my neighbors are opposed to 09:03AM this change of zoning.

One final note, as I turn around and look at how empty this is, while I'm not a conspiracy person, it seems kind of convenient to me for the developer that we do this in the 09:03AM middle of a work week when everybody is out trying to work. A recommendation of that would be for the Board to set up some type of email input so that other residents and neighbors can say, look, this is what I have 09:03AM to say. Even if they don't go to the Board at least you can have other input for this. Because me being the only one speaking, I know I'm not the only one concerned about that, but I might be the only one that had the day off 09:04AM today. That's really short and sweet, but

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that's all I've got to say.

MR. TATE: Mr. Shipp, thank you for comments. I do want to assure you that I am personally familiar with the area and the 09:04AM neighborhood. I have been through there in the past. This has come up before this Board in the past and actually two times and was pushed back to us by the Board of County Commission because of our first decision that 09:04AM was made. And then the Board saw fit to vote a different way in a previous meeting, as the applicant indicated a year-and-a-half ago, and that's where the changes came from. So we have dealt with them and are familiar with 09:04AM this particular area.

Mr. Page may or may not decide to give more information about what the applicant may or may not wish to do with the property. He described it as a lay down area, not as a 09:05AM heavy use area, but literally just laying down stuff. However, when this Board make its considerations we have to look beyond just what they say they would like to do but what else could happen there as well within that 09:05AM zoning. In other words, if the applicant was

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gone tomorrow and somebody had that zoning what else could they do? Would it be appropriate for that other additional use to occur in that property?

09:05AM So while he may give testimony as to what may or may not occur there, we still have to look beyond that to possibly the harder uses, the more intense uses that could occur in that category, as well.

09:05AM MR. SHIPP: That would be our primary concern is what's going to -- with the limited access, that's the key is the limited access, and there's already signs up that say no trucks, but the only way to get in and out of 09:05AM there is Memphis Avenue.

MR. TATE: Mr. Page, do you have any comments?

MR. PAGE: Yes, Mr. Chairman, just a couple of items. If we could put the aerial 09:06AM photo back up, could I ask that, please?

Mr. Chairman, as of this morning the area that is outlined in red, I'm not sure where the speaker may have been standing when he made his comment that it's already a hole in 09:06AM the ground, I think he probably was referring

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to the pit, which is not a part of our application here today. That area outlined in red is about as flat as this room that we're standing on. It has no holes in it. I'm not
09:06AM sure where he was in that regard.
He did indicate that all of his neighbors are against it. They were all notified. I think there probably were around 20 or 30, as I looked on the overhead when it showed the
09:07AM number of people that had been notified. He seems to be the only person that is here.
He also indicates that they're, quote, not protecting the property as it is. Again, I think he's confused, I hope, in talking about
09:07AM the people -- the road he walked down and it dropped 30 feet. I think he's confusing the two parcels of property. I would hope that he was standing at the end of the road that showed the pit that belongs to other people,
09:07AM certainly not us.
MR. SHIPP: Okay. Not to interrupt, but I have to eat crow sometimes. He is correct. This is the area I was standing. This area here is a huge hole in the ground, so I stand
09:07AM corrected on that. I apologize for that.

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MR. PAGE: Mr. Chairman, with those comments, the truck signs, truck traffic, those are items that have been addressed previously. The six or seven trucks that this
09:08AM company has have been doing business there, as I say, for almost 17 years. The increased truck traffic and industrial type of activity that he's speaking of, the only additional thing I can share with the Board is what I
09:08AM have been told and that is that this company needs to have additional lay down area, and this .79 acres that is behind it would provide that. It's flat. It's high. It's dry. Access will be by way of the existing driveway
09:08AM that presently is on Fenwick Road up front. So his indication that he didn't know how they were going to get trucks in and out, they're going to get trucks in and out just like they've done all along when you understand
09:09AM that this particular property being rezoned is being added to a piece that already has been rezoned and has these characteristics already in place, Mr. Chairman.
MR. TATE: Thank you.
09:09AM Board members, do you have any questions

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for the applicant, staff or members of the public?
MR. PYLE: My only question would be, I guess, for staff. Given this is a lay down
09:09AM area, what are the requirements for some silt fence if it's going to break down that southern barrier and extend some gravel of some sort, what are the requirements as far as silt fences to prevent any further erosion?
09:09AM If it goes higher my concern is more runoff into the borrow pit that would create an even greater -- it's not this applicant's issue, but I want to know what's the responsibility on that point seventh of an acre are for silt
09:09AM fencing permanent or otherwise as they use this as a lay down.
MR. FISHER: At the time of construction -- I mean, the applicant, once they choose what they're going to do there,
09:09AM will have to go through the DRC, Development Review Committee, and from there they will be given their criteria of what's going to have to be completed for that site. You know BID is going to have certain restrictions. There
09:10AM are any time construction does happen, silt

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fences will have to be laid down to keep any erosion from going back and forth. That's a standard policy throughout the county. The control of that, the site inspector will go
09:10AM out there and observe every time they go out and sign off to make sure nothing else is running off into other areas.
MR. TATE: I would like staff to address the issue of the fact, just for Board members
09:10AM who are fairly new to the Planning Board, we do have areas, roads, streets, whatever, that indicate that traffic of a certain type is not allowed to be used. However, when it is the only access by an existing place of business,
09:10AM I'm thinking Guidy Lane and other locations, that traffic is allowed to occur on those roads. Am I correct in that statement?
MR. FISHER: Yes, sir, you are.
MR. LEMOS: Juan Lemos, Development
09:11AM Services Planner. Because it is a previous conforming or nonconforming use you cannot stop access to property because they're on a road that is not rated to manage that truck traffic.
09:11AM MR. TATE: Generally access to a

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commercial site is supposed to occur off of a nonresidential road.

MR. LEMOS: An arterial road.

MR. TATE: In this case it's impossible
09:11AM given the configuration of the site itself.

Is there anything further from staff?

MR. FISHER: Not at this time.

MR. TATE: Is there anything further from the applicant?

09:11AM At this time the Chair will entertain a motion. I would like to remind the Board that as you consider your motion -- if you could bring up the criteria, please -- staff has previously presented criteria to us where they
09:12AM either find that it is consistent with these criterion or it is not. And where it is not, if you find in favor, you have to have an alternative criterion to replace that.

(Motion by Mr. Lowery.)

09:12AM MR. LOWERY: I move to approve the request. It was consist -- staff finds that it was consistent with all elements of the criteria with the exception being the Land Development Code for locational, but it's
09:12AM adjoining the same zoning. So I don't see

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where the locational is inconsistent. So I move to approve.

MR. CORDES: Second.

MR. TATE: A motion and a second. Any
09:12AM further comments or questions?

MR. CORDES: I've got a couple, Mr. Chairman. First of all, I used to live in South Gulf Manor which is down the way there so I'm very familiar with the area. I did not
09:13AM drive in there because I've been down there a lot.

Question to staff: So this piece of property is still considered one piece of property, the .79 acres will be part of the
09:13AM front piece; is that correct? It's not two pieces of property?

MR. FISHER: It is two pieces of property with two different property parcel references, same owner.

MR. CORDES: They are two different properties. I can't imagine another industrial use being back behind there. I mean, I guess you could if they met all the other criterion and had some access off of the
09:13AM main road out there. So it is two pieces of

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property?

MR. FISHER: This small piece of property used to be actually a part of the pit and they actually did a lot line shift and made another
09:13AM parcel out of it.

MR. CORDES: One other quick question. I'm being the devil's advocate. If we allow this and then the owner comes in and tries to do something different, like put another
09:14AM tenant back there, he or she is going to have to meet all the setbacks?

MR. FISHER: Correct. They would go through the development review process and meet all the Land Development Code
09:14AM regulations.

MR. CORDES: And with .79 acres I find that hard to believe they could have something substantial was my point.

MR. PYLE: And/or access.

09:14AM MR. LEMOS: Access will be the biggest hurdle if they try to do a separate ownership and use on the proposed parcel. Once again they would have to go through the DRC process, and access is one of the first things that we
09:14AM look at.

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MR. TATE: I guess as point of clarification, access we assume will be access through the original parcel?

MR. PAGE: Yes, sir.

09:14AM MR. TATE: Mr. Page indicates that the access will continue through the original parcel.

Any other questions or comments from the Board? We do have a motion and a second. All
09:15AM those in favor, please indicate by raising your right hand.

(Board members vote.)

MR. TATE: All those opposed?

(None.)

09:15AM MR. TATE: The motion passes six/zero.

(Motion passed unanimously.)

(Conclusion of Z-2015-11. The transcript continues on Page 41.)

* * *

Planning Board-Rezoning **5. A.**

Meeting Date:	06/02/2015
CASE :	Z-2015-11
APPLICANT:	Wiley C. "Buddy" Page, Agent for Robertson Brazwell, LLC, Owner
ADDRESS:	2755 Fenwick Road
PROPERTY REF. NO.:	42-1S-30-3001-002-003
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	1
OVERLAY DISTRICT:	N/A
BCC MEETING DATE:	07/07/2015

SUBMISSION DATA:
REQUESTED REZONING:

FROM: HDMU, High Density Mixed-use district, (25 du/acre).

TO: ~~HC~~HC/LI-NA, Heavy Commercial and Light Industrial district, prohibits the subsequent establishment of bars, nightclubs, or adult entertainment uses. (Dwelling unit density limited to vested residential development. Lodging unit density not limited by zoning).

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 a., LDC Sec. 2-7.2(b)(4)
<u>Consistent with Comprehensive Plan</u>
Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions.

CP Policy FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County will be consistent with the

Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CP Policy FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

CP Policy FLU 1.5.1 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 (MU-S), Mixed Use-Urban (MU-U), Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

CP Policy FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential rezoning to allow higher residential densities may be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

FINDINGS

The proposed amendment to HC/LI-NA **is consistent** with the intent and purpose of Future Land Use (FLU) category MU-U, as stated in CP Policy FLU 1.3.1. The MU-U category promotes the use of roads, public services and existing infrastructure, as stated in FLU 1.5.1. The proposed amendment **is consistent** with the Comprehensive Plan and the FLUM, and not in conflict with any of its provisions. The permitted uses of HC/LI-NA are consistent with the stated intent and purpose of the MU-U FLU category. The increase in maximum residential density is consistent with that allowed by MU-U and with the allowance of higher residential densities to promote compact development. Consistency with other applicable policies of the Comprehensive Plan would be evaluated during review of development for compliance with implementing Land Development Code regulations.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with Land Development Code

Whether the proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.

Sec. 3-2.9 High Density Mixed-use district (HDMU).

(a) Purpose. The High Density Mixed-Use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-Use district. Additionally, the HDMU district

is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).
(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

(e) Location criteria. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:
(1) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.
(2) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:
a. Not abutting a RR, LDR or MDR zoning district
b. Any intrusion into a recorded residential subdivision is limited to a corner lot
c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.
d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

(3) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

(f) Rezoning to HC/LI.
(1) Generally. Heavy Commercial and Light Industrial zoning may be established only within the Mixed-Use Urban (MU-U), Commercial (C), or Industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.
(2) HC/LI-NA designation. Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

FINDINGS

The proposed amendment **is not consistent** with the stated purposes and intent of the LDC due to the location criteria. The rezoning to HC/LI-NA is located along a local street and not the required arterial street classification; however the property does meet all other location criteria standards in the site design condition. The subject property is within the required future land use category. HC/LI-NA zoning, prohibits the uses of any bars, nightclubs, or adult entertainment uses which limits the overall impact of the surrounding neighbors. The applicant has not made any proposed development plans for the parcel at this time; however, if the owner decides to develop this parcel at a later time, all of the requirements under the Land Development Code will apply. All other requirements of the Land Development Code will be evaluated for consistency during the Site Plan Review process.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

FINDINGS

The proposed amendment **is compatible** with the immediate contiguous parcels, however parcels with zoning of MDR must be considered because of the intensity of the allowable uses of HC/LI-NA. Within the 500' radius impact area, staff observed properties with zoning districts MDR, HDMU and HC/LI. Staff also observed three subdivisions Pensacola Heights, Weyland Park and Henrietta Acres which are included in the surroundings 34 single-family dwellings, six mobile homes, three vacant parcels, one multifamily unit, one utility electric site, one professional office, one electric easement, and one borrow pit. When looking at the residential dwellings only two to the east are adjoined to the subject property. The subject parcel has already been cleared and been used as a light industrial site which adjoins a currently working borrow pit.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property. Staff located in the 500 foot buffer one rezoning case Z-2013-07, 2755 Fenwick Road, from R-5 to C-2NA approved by the BCC on September ~~9~~5, 2013.

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns,

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS

Along with the exisiting condition of the subject property, the adjoining properties

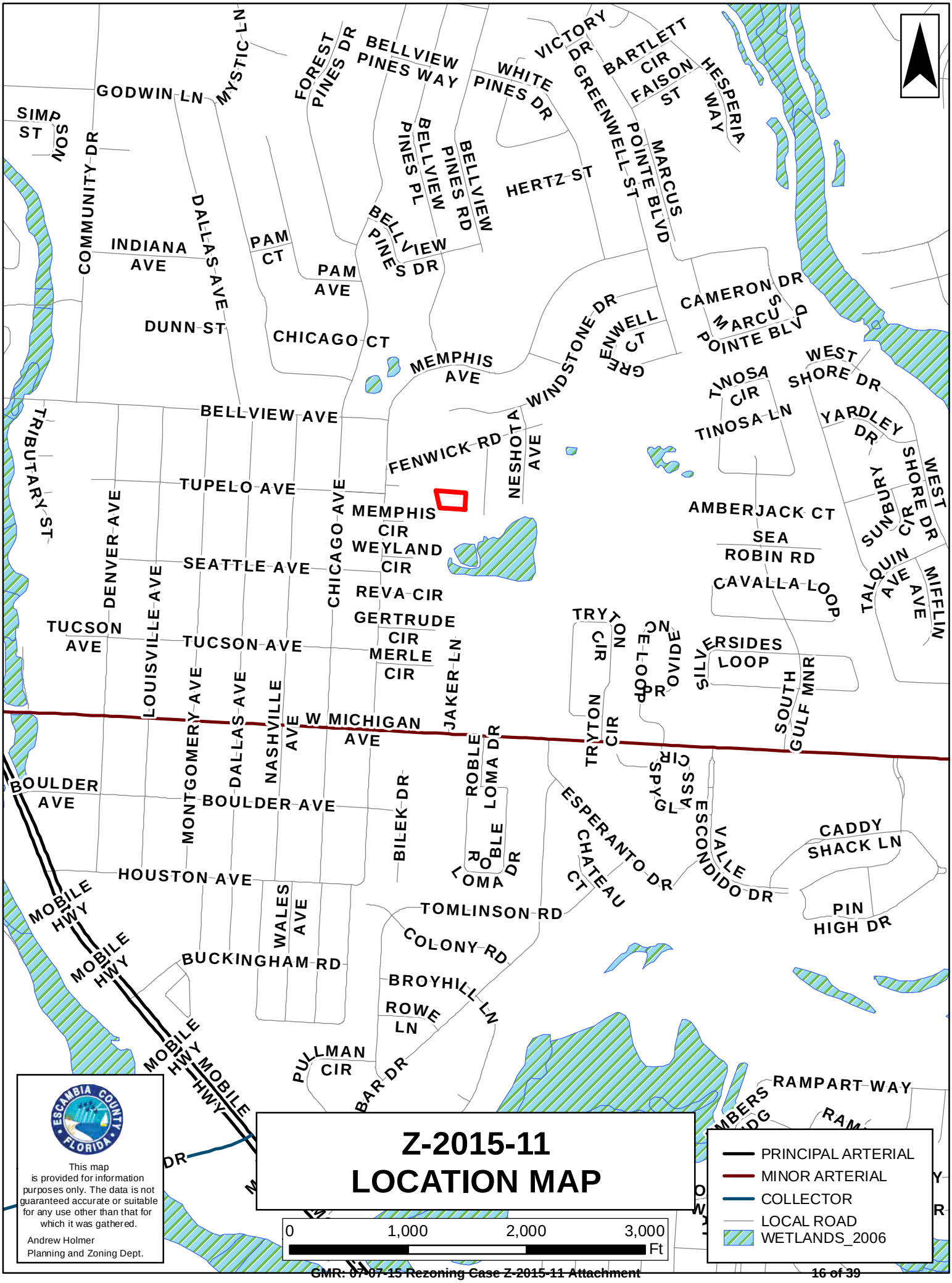
to the North, South, and West have the same uses as HC/LI-NA, which would result in a logical and orderly development pattern.

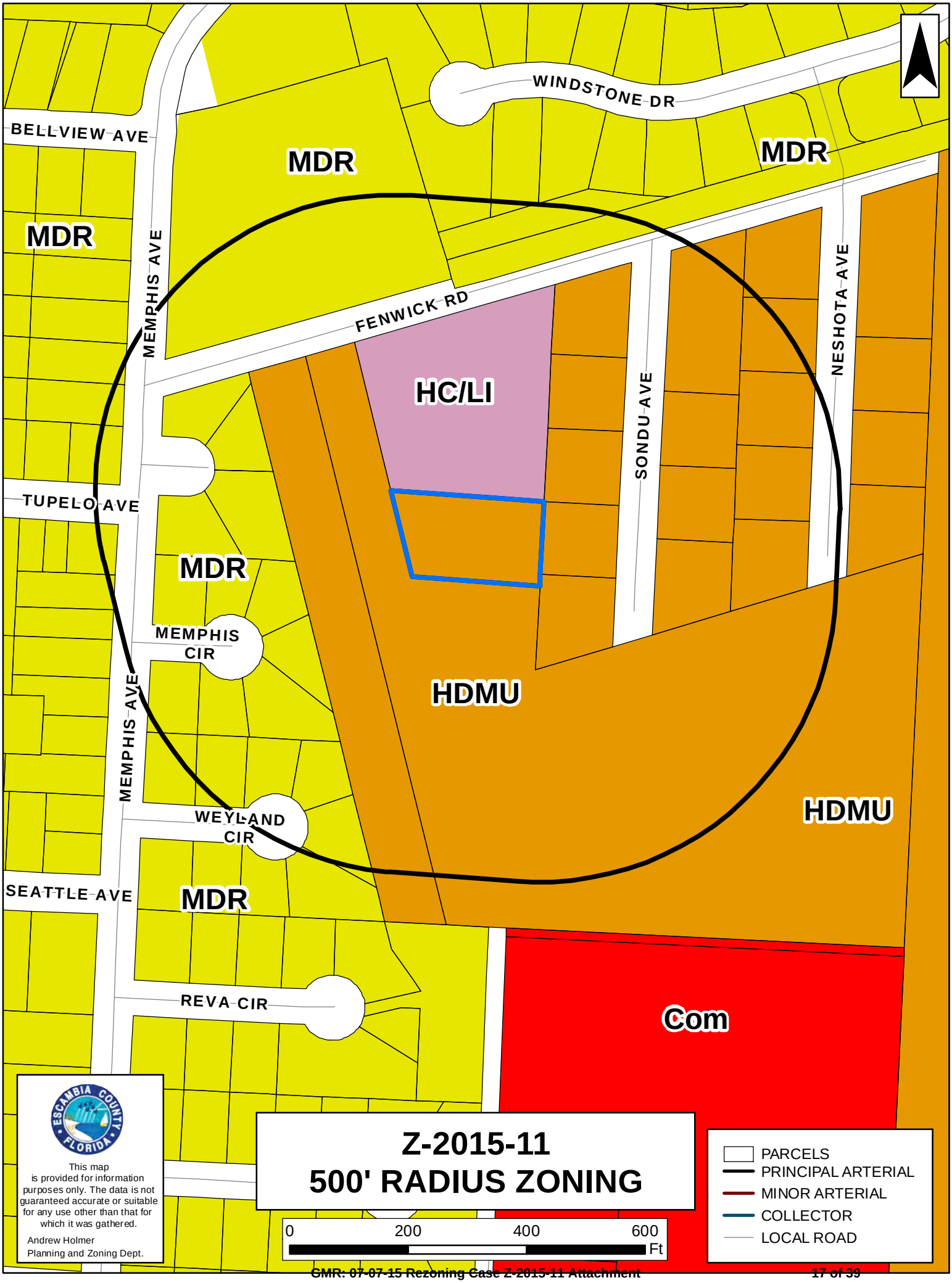
CRITERION f (LDC Sec. 2-7.2(b)(4))
Effect on natural environment
Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

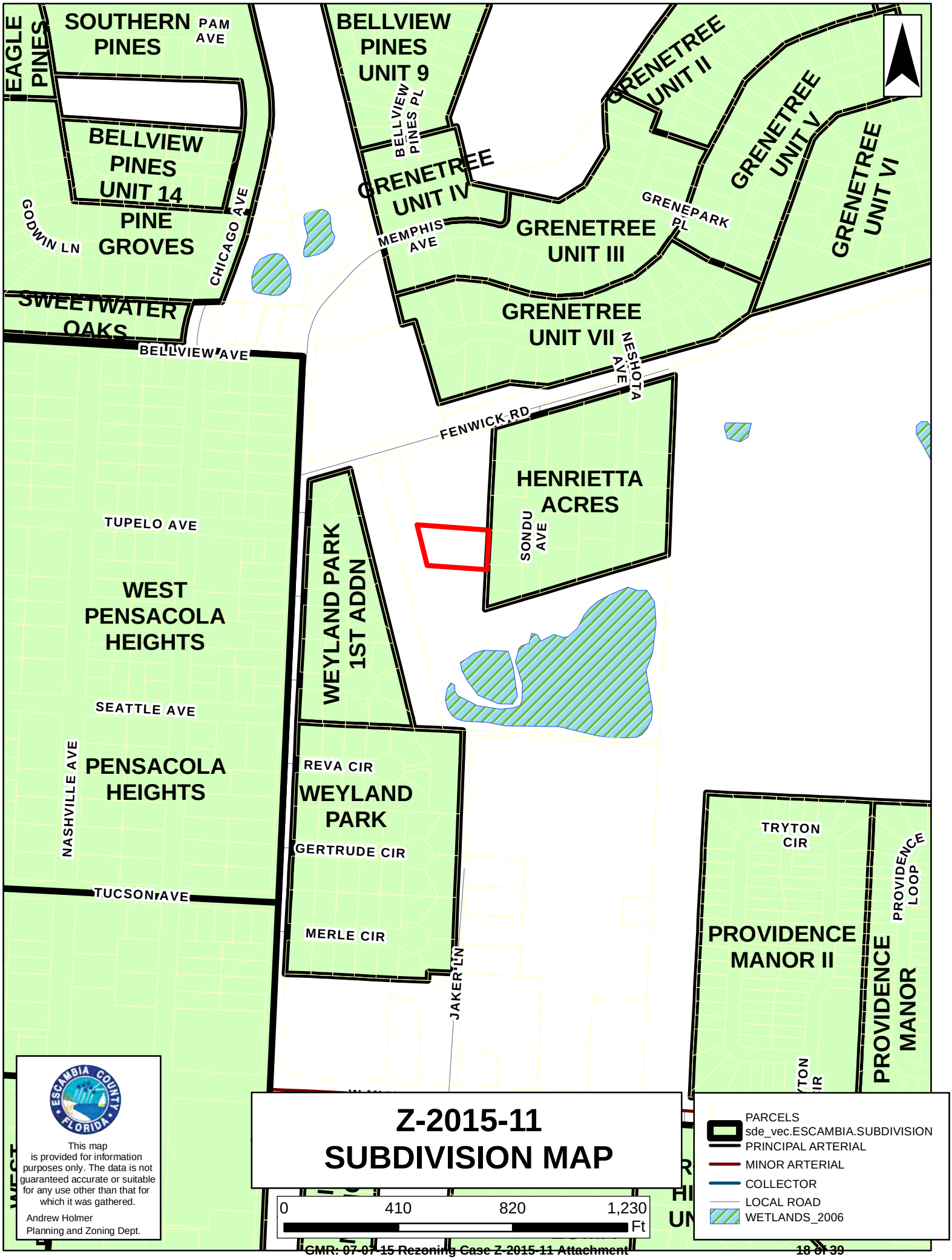
FINDINGS
According to the National Wetland Inventory, wetlands and hydric soils **were not indicated** on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

Attachments

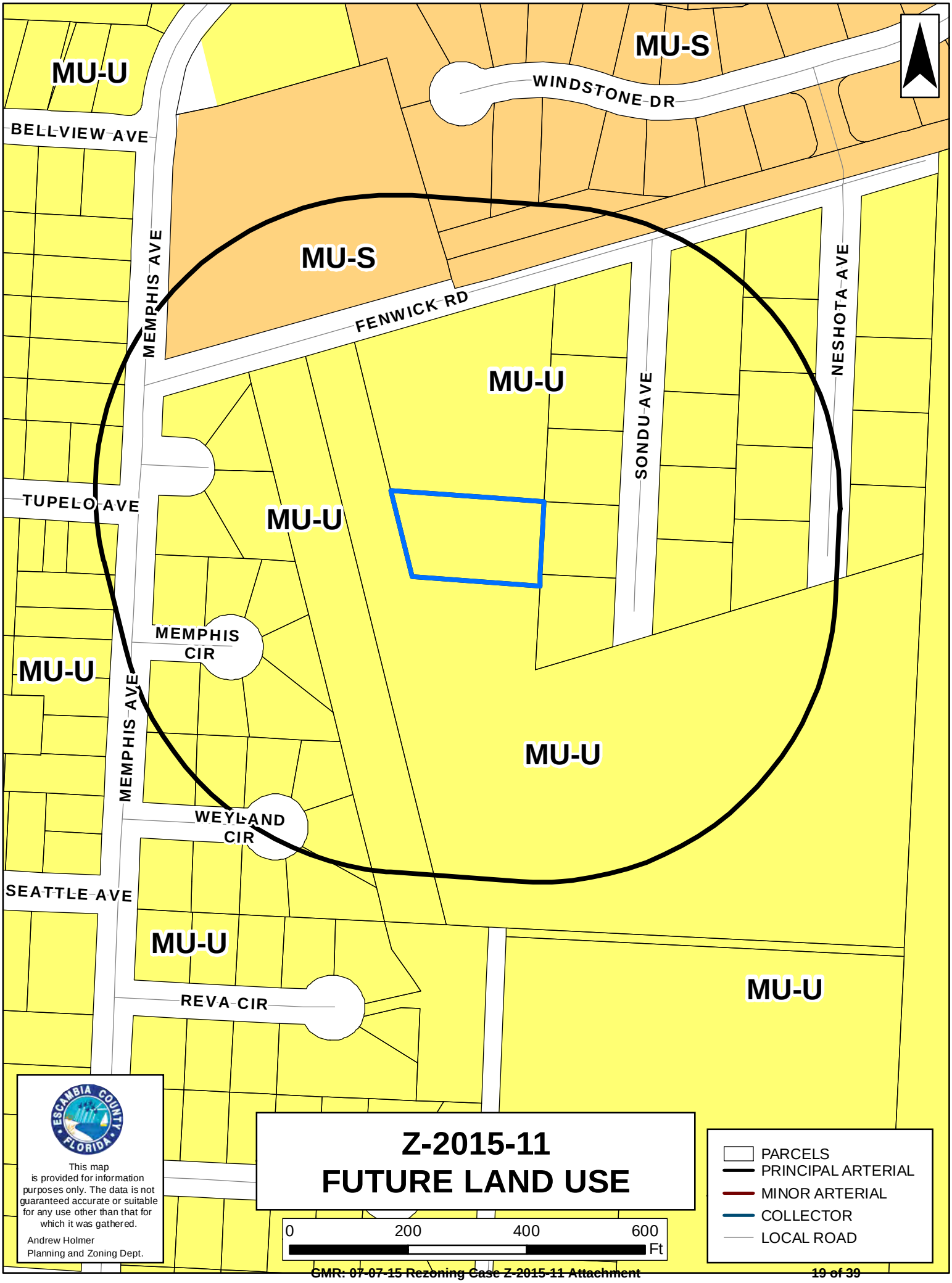
Z-2015-11

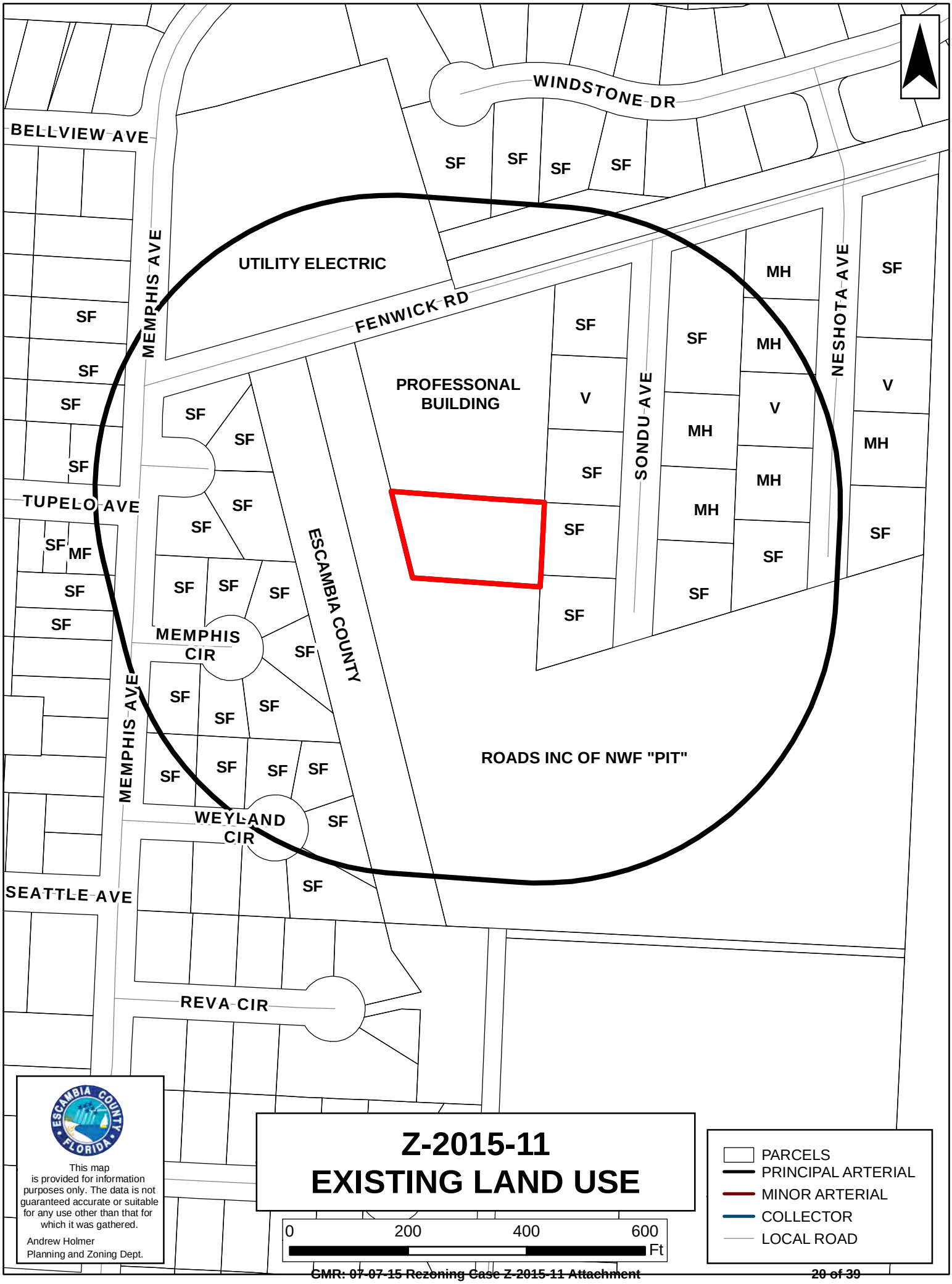

Z-2015-11
LOCATION MAP
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
WETLANDS_2006
0
1,000
2,000
3,000
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
ESCAMBIA COUNTY FLORIDA
GODWIN LN
MYSTIC LN
FOREST PINES DR
BELLVIEW PINES WAY
WHITE PINES DR
VICTORY DR
BARTLETT CIR
FAISON ST
HESPERIA WAY
SIMP ST
SON ST
COMMUNITY DR
DALLAS AVE
INDIANA AVE
PAM CT
PAM AVE
BELLVIEW PINES PL
BELLVIEW PINES RD
BELLVIEW PINES DR
HERTZ ST
GREENWELL ST
POINTE BLVD
MARCUS
CAMERON DR
DUNN ST
CHICAGO CT
MEMPHIS AVE
WINDSTONE DR
GREENWELL CT
TINOSA CIR
TINOSA LN
WEST SHORE DR
YARDLEY DR
BELLVIEW AVE
TRIBUTARY ST
FENWICK RD
NESHOTA AVE
TUPELO AVE
DENVER AVE
CHICAGO AVE
MEMPHIS CIR
WEYLAND CIR
AMBERJACK CT
SEA ROBIN RD
SUNBURY CIR
SEATTLE AVE
REVA CIR
CAVALLA LOOP
TALQUIN AVE
MIFFLIN AVE
TUCSON AVE
LOUISVILLE AVE
GERTRUDE CIR
MERLE CIR
TRYTON CIR
SILVERSIDES LOOP
SOUTH GULF MNR
JAKER LN
MONTGOMERY AVE
DALLAS AVE
NASHVILLE AVE
W MICHIGAN AVE
ROBLE LOMA DR
BOULDER AVE
BILEK DR
SPYGLASS CIR
ESPERANTO DR
CHATEAU CT
ESCONDIDO DR
VALLE
CADDY SHACK LN
HOUSTON AVE
WALES AVE
TOMLINSON RD
PIN HIGH DR
MOBILE HWY
COLONY RD
BUCKINGHAM RD
BROYHILL LN
ROWE LN
PULLMAN CIR
BAR DR
RAMPART WAY


WINDSTONE DR
BELLVIEW AVE
MDR
MDR
MDR
MEMPHIS AVE
FENWICK RD
NESHOTA AVE
HC/LI
SONDU AVE
TUPELO AVE
MDR
MEMPHIS CIR
HDMU
MEMPHIS AVE
WEYLAND CIR
HDMU
SEATTLE AVE
MDR
REVA CIR
Com
Z-2015-11
500' RADIUS ZONING
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
0
200
400
600
Ft
ESCAMBIA COUNTY FLORIDA
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-2015-11
SUBDIVISION MAP


MU-U
MU-S
WINDSTONE DR
BELLVIEW AVE
MU-S
MEMPHIS AVE
FENWICK RD
MU-U
SONDU AVE
NESHOTA AVE
TUPELO AVE
MU-U
MEMPHIS CIR
MU-U
MEMPHIS AVE
MU-U
WEYLAND CIR
SEATTLE AVE
MU-U
REVA CIR
MU-U
Z-2015-11
FUTURE LAND USE
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.
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


WINDSTONE DR
BELLVIEW AVE
MEMPHIS AVE
UTILITY ELECTRIC
FENWICK RD
PROFESSONAL BUILDING
SONDU AVE
NESHOTA AVE
TUPELO AVE
ESCAMBIA COUNTY
MEMPHIS CIR
WEYLAND CIR
SEATTLE AVE
REVA CIR
ROADS INC OF NWF "PIT"
SF
MF
V
MH
Z-2015-11
EXISTING LAND USE
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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.

FENWICK RD
SONDU AVE
WEYLAND CIR
Z-2015-11
AERIAL MAP
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
0
110
220
330
Ft
ESCAMBIA COUNTY FLORIDA
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.

Public Hearing Sign

Looking East Along Fenwick Road

Looking onto the
subject property.

Looking West Along
Fenwick Road

Looking North From
the Fenwick Road

Applicant Response to Required Criteria

Proposed Rezoning at 2755 Fenwick Road

CRITERION (1)

Consistency with the Comprehensive Plan

Whether the proposed rezoning is consistent with the Comprehensive Plan,

Applicant Findings

This parcel is currently classified as Mixed Use - Urban which allows the requested change.

CRITERION (2)

Consistent with the Land Development Cafe

Whether the proposed rezoning is in conflict with any portion of the Code and is consistent with the stated purpose and intent of the Code.

APPLICANT FINDINGS

The rezoning request is consistent with the intent and purpose of the Land Development Code. The parcel is located between two other road frontage parcels, one of which is an ongoing day pit mining operation and the other a commercial pest control service with outside storage activities.

CRITERIA (3)

Compatible and the extent to which the proposed rezoning is compatible with existing and proposed uses in the area of the subject property.

APPLICANT FINDINGS

The proposed rezoning is for a parcel that has been in a commercial use for over 25 years. While the ownership has changed, the tenant and use will remain the same. The twenty five year history suggests that the use has been and will continue to be compatible with the neighborhood.

CRITERIA (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the rezoning of property(s).

APPLICANT FINDINGS

There are no recent changed conditions in the area.

CRITERIA (5)

Effect on natural environment.

Whether and to the extent to which the proposed rezoning would result in significant adverse impacts on the natural environment.

APPLICANT FINDINGS

No changes of use are anticipated in that the tenant's operation will not change.

CRITERIA (6)

Development Patterns

Whether and the extent to which the proposed rezoning would result in a logical and orderly development pattern.

APPLICANT FINDINGS

The proposed rezoning would result in a logical and orderly development pattern. The site abuts a large open mining operation on the west side and an existing pest control service located on the

Roadway Locational Criteria

A waiver to the roadway requirements at **LDC 7.20.03.B** is requested based upon the following:

1- The site is located within the 2700 block of Fenwick Road. The block is bounded on the east by Sondu Avenue and on the west by Memphis Avenue. This 2700 block of Fenwick Road measures some 822 feet between Sondu and Memphis as shown on the attached county section map.

2- The 822 feet which makes up the 2700 block of Fenwick Road is made up of 5 parcels of property, 4 of which have existing non-residential uses and one parcel that is a residential site with frontage dimensions as follows:

1- Pest control lot	134 feet frontage	
2- Subject parcel	352	
3- Barrow pit	80	
4- Gulf Power	100	
Total Non-Residential Use Frontage	666	666 feet Comm. Use
5- Residential lot	156	156 feet Res. Use
Total Frontage		822 Feet

Therefore **666 ÷ 822 = 81%** of the block frontage has existing commercial uses which exceeds the 50% minimum standard required.

Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:	☐ Conditional Use Request for: ~~HDMU~~ GSP ~~HCLI~~ NA
☐ Administrative Appeal	☐ Variance Request for:
☐ Development Order Extension	☒ Rezoning Request from: ~~R-2~~ to: ~~C-2NA~~

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Robertson Brazwell , LLC Phone:

Address: 2814-A Copter Road Pensacola, Florida 32514 Email:

☒ 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: 2755 Fenwick Road Pensacola, Florida 32514

Property Reference Number(s)/Legal Description: 42-1S-30-3001-002-003

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.

Wilson B Robertson	Robertson Brazwell, LLC	5-6-15
Signature of Owner/Agent	Printed Name Owner/Agent	Date
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 6 day of May 20 15, by Wilson B. Robertson.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced:

Diane Davis
Notary Public - State of Florida
My Commission # FF 208551
My Commission # Exp May 9, 2019

Signature of Notary Printed Name of Notary

(notary seal must be affixed)

FOR OFFICE USE ONLY CASE NUMBER: Z-2015-11

Meeting Date(s): PB 6/2; BCC 7/2/15 Accepted/Verified by: A Cam Date: 5/8/15

Fees Paid: $ Receipt #: Permit #: PRZ150500009

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

10/2012

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2015-11

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 2755 Fenwick Road Pensacola, Florida 32514, Florida, property reference number(s) 42-1S-30-3001-002-003

I hereby designate Wiley C."Buddy" Page for the sole purpose of completing this application and making a presentation to the:

X ☐ 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 _____ day of _____ the year of, _____, 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: budpage1@att.net

Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850-232-9853

Signature of Property Owner	Printed Name of Property Owner	Date
Wilson B Robertson	Robertson Brazwell, LLC	5-6-15

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 6 day of May 20 15, by Wilson B. Robertson.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary _____ Printed Name of Notary _____

(Notary Seal)
Diana Davis
Notary Public - State of Florida
My Commission # FF 208551
My Commission # Exp May 9, 2019

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

10/2012

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2015-11

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 42-1S-30-3001-002-003

Property Address: 2755 Fenwick Road Pensacola, Florida 32514

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:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. 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.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. 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.

e. 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.

f. 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 6 DAY OF May, YEAR OF 2015.

Wilson B Robertson	Robertson Brazwell, LLC	5-6-15
Signature of Property Owner	Printed Name of Property Owner	Date
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

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1/Portability Calculations

HCZ

Back

Navigate Mode Account Reference

Printer Friendly Version

General Information

Reference: 421S303001002003
Account: 041321300
Owners: BRAZWELL ROBERTSON LLC
Mail: 2814-A COPTER RD
PENSACOLA, FL 32514
Situs: 2755 Fenwick Road
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements:	N/A
Land:	N/A
Total:	N/A
Non-Homestead Cap:	N/A

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/30/2014	7254	1206	$18,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions

None

Legal Description

COMMENCE AT THE NORTHEAST CORN ER OF SECTION 42, TOWNSHIP 1 S OUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE S 72 D...

Extra Features

None

Parcel Information

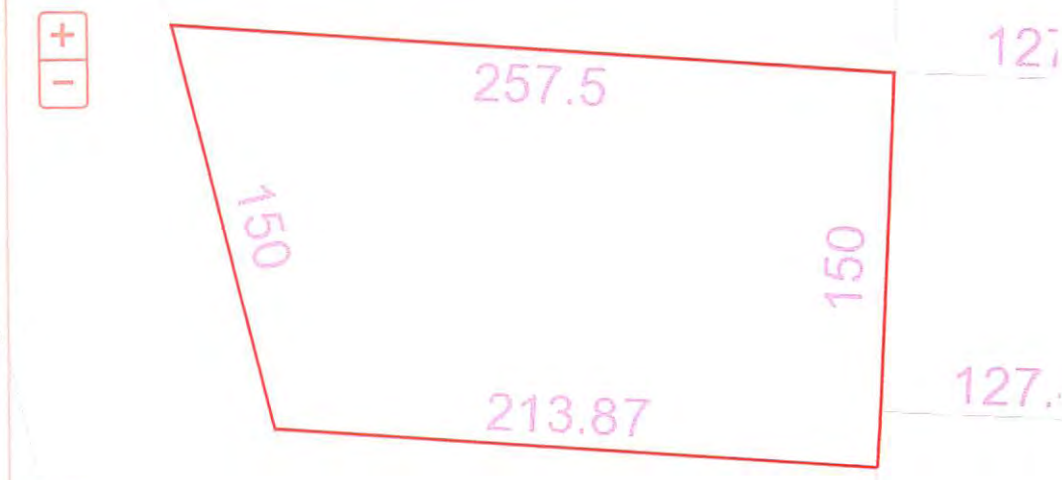
Launch Interactive Map

Section Map Id: 42-1S-30-1

Approx. Acreage: 0.7700

Zoned:

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

Eric Bleaton
Duane Hicks

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Detail by Entity Name

Florida Limited Liability Company

ROBERTSON BRAZWELL, L.L.C.

Filing Information

Document Number	L04000033447
FEI/EIN Number	113719184
Date Filed	05/03/2004
State	FL
Status	ACTIVE

Principal Address

2814-A COPTER ROAD
PENSACOLA, FL 32514

Changed: 01/14/2008

Mailing Address

2814-A COPTER ROAD
PENSACOLA, FL 32514

Changed: 01/14/2008

Registered Agent Name & Address

ROBERTSON, WILSON B
2814-A COPTER ROAD
PENSACOLA, FL 32514

Address Changed: 01/14/2008

Authorized Person(s) Detail

Name & Address

Title MGRM

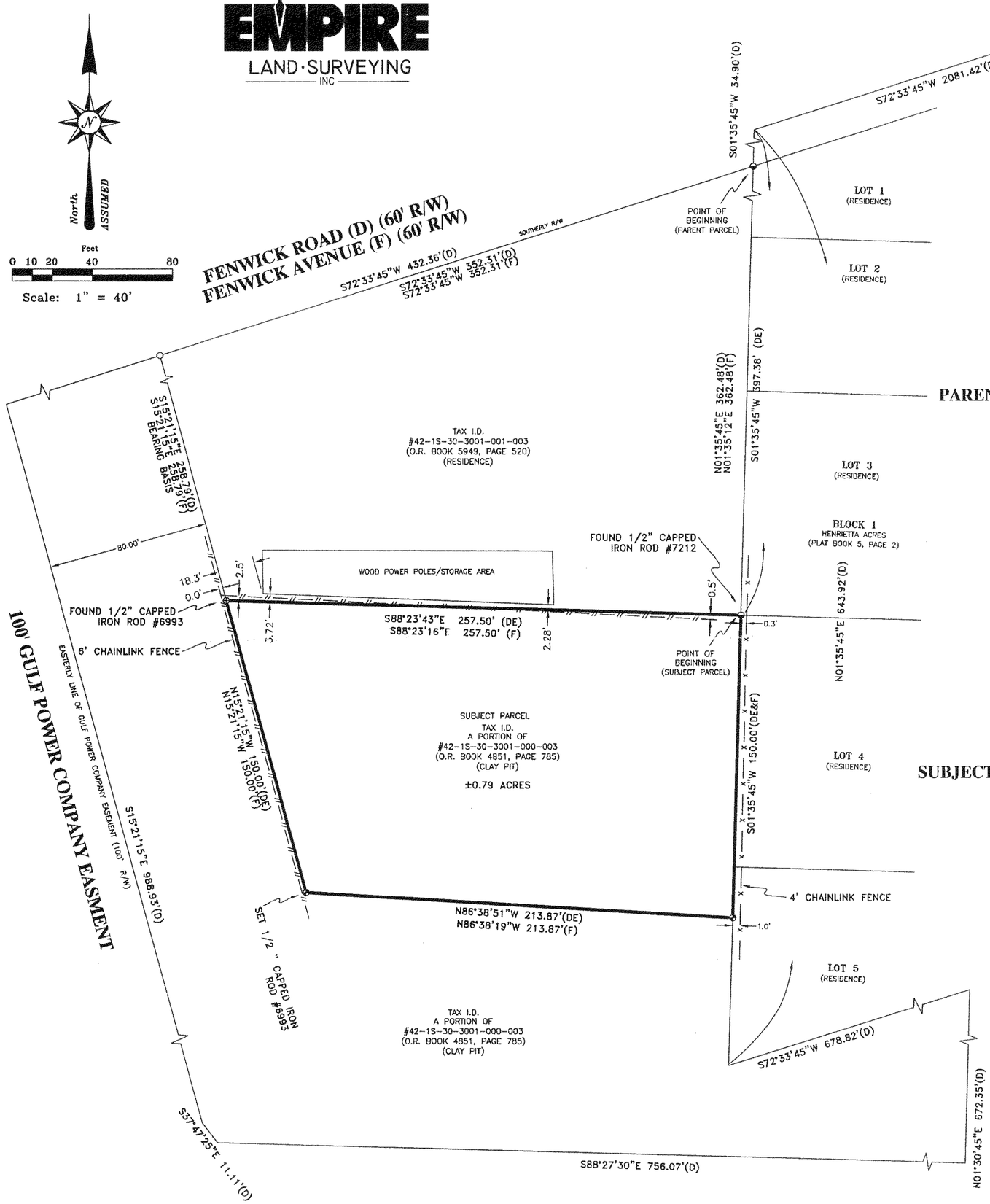
ROBERTSON, WILSON B
P.O. BOX 7548
PENSACOLA, FL 32534

Title MGRM

BRAZWELL, JOSEPH LSR
P. O. BOX 7548

BOUNDARY SURVEY
FENWICK AVENUE
A PORTION OF SECTION 42, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA

EMPIRE LAND·SURVEYING INC



PARENT PARCEL

LEGAL DESCRIPTION: (O.R. BOOK 4851, PAGE 786)

COMMENCE AT THE NORTHEAST CORNER OF SECTION 42, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE S 72°33'45" W ALONG THE NORTH LINE OF THE SAID SECTION 42 FOR A DISTANCE OF 2081.42 FEET; THENCE S 01°35'45" W FOR A DISTANCE OF 34.90 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, HENRIETTA ACRES, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 5 AT PAGE 2 OF THE PUBLIC RECORDS OF SAID COUNTY FOR POINT OF BEGINNING; THENCE S 72°33'45" W ALONG THE SOUTH RIGHT-OF-WAY LINE OF TENNESSEE AVENUE ACCORDING TO THE DEED RECORDED IN DEED BOOM 496 AT PAGE 58 OF SAID PUBLIC RECORDS FOR A DISTANCE OF 432.36 TO A POINT ON THE EAST LINE OF THE GULF POWER COMPANY EASEMENT (100' R/W); THENCE S 15°21'15" E ALONG THE SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 988.93 FEET; THENCE S 37°47'25" E ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 11.11 FEET TO A POINT ON THE NORTH LINE OF PARCEL "A", WEYLAND PARK, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 7, AT PAGE 66 OF THE SAID PUBLIC RECORDS; THENCE S 88°27'30" E ALONG THE NORTH LINE OF THE SAID PARCEL "A", AND EASTERLY EXTEISION THEREOF FOR A DISTANCE OF 756.07 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT LOT 3 OF THE SAID SECTION 42; THENCE N 01°30'45" E ALONG THE SAID EAST LINE OF GOVERNMENT LOT 3 FOR A DISTANCE OF 672.35 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 3, OF THE SAID HENRIETTA ACRES; THENCE S 72°33'45" W ALONG THE SOUTHERLY LINE OF THE SAID HENRIETTA ACRES FOR A DISTANCE OF 678.82 FEET TO THE SOUTHWEST CORNER OF LOT 5, OF THE SAID BLOCK 1; THENCE N 01°35'45" E ALONG THE WEST LINE OF THE SAID BLOCK 1 FOR A DISTANCE OF 643.92 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN GOVERNMENT LOT 3, SECTION 42, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

SUBJECT PARCEL

LEGAL DESCRIPTION: (SUBJECT PARCEL AS PREPARED BY THE UNDERSIGNED AT CLIENTS REQUEST)

COMMENCE AT THE NORTHEAST CORNER OF SECTION 42, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE S 72°33'45" W ALONG THE NORTH LINE OF THE SAID SECTION 42 FOR A DISTANCE OF 2081.42 FEET; THENCE S 01°35'45" W FOR A DISTANCE OF 397.38 FEET TO THE NORTHWEST CORNER OF LOT 4, BLOCK 1, HENRIETTA ACRES, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 5 AT PAGE 2 OF THE PUBLIC RECORDS OF SAID COUNTY SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S 01°35'45" E ALONG THE WEST LINE OF SAID HENRIETTA ACRES, A DISTANCE OF 150.00 FEET; THENCE DEPARTING SAID WEST LINE OF HENRIETTA ACRES GO N 86°38'51" W A DISTANCE OF 213.87 FEET; THENCE GO N 15°21'15"W A DISTANCE OF 150.00 FEET; THENCE GO S 88°23'43"E A DISTANCE OF 257.50 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 42, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

LAMAR BRAZWELL

THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA MINIMUM TECHNICAL STANDARDS TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES:

ROBERTSON BRAZWELL, LLC

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

TYPE OF SURVEY: BOUNDARY WITH IMPROVEMENTS

BEARING BASIS N15°21'15"W WESTERLY PROPERTY LINE (PER PARENT PARCEL DEED)

CLIENT ROBERTSON BRAZWELL, LLC

SOURCE OF INFORMATION:
FIELD EVIDENCE
DEED OF RECORD
PLAT RECORDED IN:
PRIOR SURVEYS/DRAWINGS
ELSI DRAWING #633-13

GENERAL NOTES:

1. Fence locations as drawn are not to scale.
2. Jurisdiction (Wetlands) boundary lines not located unless shown on drawing.
3. Footings, foundations, or any other subsurface structures were not located unless otherwise noted.
4. All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Description = (DE); Actual Field Measurement = (F); Plat = (P)
5. All measurements were made in accordance with United States standards. The accuracy shown meet the standards required in the appropriate land area.
6. No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted by this firm for ownership, easements, or right-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning and restrictions that may be found in the Public Records of said County.

EMPIRE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING ◆ SERVING NORTHWEST FLORIDA
8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32534
PHONE: 850-477-3745--FAX: 850-477-3705
LICENSED BUSINESS #6993, STATE OF FLORIDA

C:\KEN'S SURVEY DRAWINGS\224-14.dwg, 10/14/2014 7:30:25 PM, \\EMPWS5\KIP

REVISIONS	FIELD BOOK	DATE

POSSIBLE ENCROACHMENTS:

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN FLORIDA ADMINISTRATION CODE CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

OCTOBER 15, 2014 LELAND M. EMPIE, P.S.M.

PROFESSIONAL SURVEYOR AND MAPPER, NO. 5766, STATE OF FLORIDA DATE

SCALE:	1" = 40'
FIELD DATE:	10/9/14
ORDER NO:	224-14
FIELD BOOK:	165/80

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **635383**

Date Issued. : 05/08/2015
Cashier ID : CASTILLS

Application No. : PRZ150500009

Project Name : Z-2015-11

Address : 5337 HAMILTON LANE
Pace, FL, 32571

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Cash			
		$53.00	App ID : PRZ150500009
		$53.00	Total Cash

Received From : ROBERTSON BRAZWELL LLC
Total Receipt Amount : **$53.00**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ150500009	726345	1,270.50	$0.00	2755 FENWICK RD, PENSACOLA, 32526

Total Amount :	**1,270.50**	$0.00	Balance Due on this/these Application(s) as of 5/11/2015

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
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Application No. : PRZ150500009

Project Name : Z-2015-11

Address : 5337 HAMILTON LANE
Pace, FL, 32571

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check			
	1104	$1,217.50	App ID : PRZ150500009
		$1,217.50	Total Check

Received From : ROBERTSON BRAZWELL LLC
Total Receipt Amount : **$1,217.50**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
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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: 6-2-15

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z015-11

✓ In Favor _____ Against

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

*Name: BUDDY PAGE

*Address: 3337 Hamilton Ln *City, State, Zip: Pace, FL 32571

Email Address: buddpage1@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.

01/2012

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: 02 Jul 15

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2015-11

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

____ In Favor X Against

*Name: Michael Shipp

*Address: 2305 Reva Circle *City, State, Zip: Pensacola, Fl 32506

Email Address: deandog3@yahoo.com Phone: 850-914-4184

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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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.
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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.

01/2012

Z-2015-12

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* * *

CASE NO: Z-2015-12

Applicant: Kerry Anne Schultz Agent for The Busbee Limited Partnership and Murphy J. Jacob Trust

Address: 9600 BLK Tower Ridge Road

Property Size: 78.72 (+/-Acres)

From: RMU, Rural Mixed-use district (Two du/acre)

To: LDMU, Low Density Mixed-use district (seven du/acre)

MR. TATE: At this time we'll go ahead and move to our second rezoning case, which is Case 2015-12. This is for rezoning of 78.72 acres at 9600 -- it's the Tower Ridge Road location, from RMU, Rural Mixed Use District, to LDMU, Low Density Mixed Use District.

I will say while we have decreased the number of zoning districts, we have increased the size of the names.

Ms. Kerry Anne Schultz will be the agent for Busbee Limited Partnership and the Murphy J. Jacob Trust.

Members of the Board, has there been any ex parte between you and the applicant, the

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applicant's agents or attorney or witnesses, with fellow Planning Board members or anyone from the general public prior to this hearing? Have you visited the subject property? Please also disclose if you are a relative or business associate of the applicant or the applicant's agent.

We'll go ahead and once again we'll start from my left going this way.

MS. ORAM: No to all.

MR. PYLE: No communication. I'm familiar with the area. I've been there recently.

MR. LOWERY: No to all.

MR. TATE: No communication, however, I am familiar with the area.

MR. CORDES: No communication. I'm fairly familiar with the area.

MR. WINGATE: No communication, but I did view the property at an intense level.

MR. RUSHING: No to all.

MR. TATE: Thank you.

Staff, was notice of the hearing sent to all interested parties?

MS. BOHON: Yes.

MR. TATE: Was notice of the hearing

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posted on the subject property?

MS. BOHON: Yes, sir.

MR. TATE: We'll now ask staff to present the maps and photographs for Case Number Z-2015-12.

(Presentation of Maps and Photographs.)

MR. VICKERY: Good morning. I'm Griffin Vickery, Planner.

This is the location map of the site. It's located on Tower Ridge Road between Frank Reeder and Mobile Highway and Nine Mile Road where they come together.

This is an aerial photo. And the wetland area is based on the National Wetlands Inventory Map. I think the applicant has a much more precise delineation of the wetlands. There are a little more wetlands on the site, I believe, than this shows. That, again, is based on the national map.

This is the existing land uses to give you a little point of reference on some of this. For the adjoining properties this is a two-acre parcel here. Immediately south of that those are a couple of one-acre parcels, to give you a point of reference for the size

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of the properties out there. The requested rezoning is almost 80 acres.

This is one parcel here. This is county property. Up in here is about five acres. If you go up here on Frank Reeder, these range from -- I think these are half-acre parcels. These are about .6 acres and .3, just to give you an idea sizewise of the adjoining properties.

This is a map of the current Future Land Use. This site you may recall was before you for a Future Land Use Map amendment proposing that it go from Rural Community, which is what it is today still, to Mixed Use Suburban. That left this Board with a recommendation. It also was approved by the Board of County Commissioners for transmittal to the State. That's where it currently is. We're awaiting response from them and it's assumed if that's a positive response from the State it will be approved by the Board of County Commissioners as a map amendment.

MR. TATE: Just hold on that just for a moment. Board members, if you will remember that issue here sometimes we actually end up

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hearing requests to change Future Land Use in the same meeting or the next meeting that follows this for property. This one came to us in front, has gone through this Board, has
09:20AM gone through the BCC and is basically in that 30-day period before the State or how many days do they have to respond?

MR. VICKERY: I don't remember the days. It's been in their hands for at least two
09:20AM weeks now.

MR. TATE: Thank you.

MR. VICKERY: But the proposed rezoning is based on the proposed Future Land Use change. That's one of the few conditions that are
09:20AM allowed regarding rezoning.

This is the current zoning, the 500-foot radius. This is the signage. I posted two signs because the property has about a quarter of a mile frontage on Tower Ridge Road. This
09:21AM is the southeast corner. Now looking from that sign northward along Tower Ridge Road and then south.

I will make a comment that other than the signs, these other photos are from the
09:21AM previous case, so that tree is not in bloom

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today.

Then this is looking across Tower Ridge Road again at the southeast corner into the property. This is the northern sign. Then
09:21AM looking north toward Frank Reeder Road. Then south back toward Nine Mile and Mobile Highway. Then across Tower Ridge westward into the property. Again, the 500-foot radius and then following all the property owners who
09:22AM were notified based on the property appraiser's records.

MR. TATE: Thank you. Would the applicant please come forward or applicant's representative, I'm sorry.

09:22AM MR. TATE: Because you are appearing as a witness in this case we will ask that you be sworn in.

(Kerry Anne Schultz sworn.)

MR. TATE: Would you please state your
09:22AM full name and address for the record?

MS. SCHULTZ: Kerry Anne Schultz, 3869 Paradise Bay Drive, Gulf Breeze, Florida 32563.

MR. TATE: Have you received a copy of the
09:22AM Rezoning Hearing Package with the

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Findings-of-Fact?

MS. SCHULTZ: I have.

MR. TATE: Do you understand that you have the burden of providing substantial competent
09:22AM evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of the Comprehensive Plan and is not in conflict with any portion of the County's Land
09:23AM Development Code?

MS. SCHULTZ: I do.

MR. TATE: Would you please proceed with your presentation.

MS. SCHULTZ: Thank you, Mr. Tate. And
09:23AM Mr. Tate, thank you and fellow Board members for actually clarifying that we did come before this Honorable Board and was approved by the Board of County Commissioners for a Future Land Use amendment which was done
09:23AM previously and that's currently pending with the State. We're still within our 45 days for that, so thank you for mentioning that.

Thank you, Mr. Vickery. We appreciate the staff's comments. By way of background let me
09:23AM just tell you I have the pleasure of

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representing Olson Land Partners and they developed Vintage Creek Subdivision, which came before this Board sometime ago, a beautiful larger estate that's next to the
09:23AM area.

If we could go ahead and put up just by way of the surrounding properties. So when all the zoning categories changed we had to somewhat go backwards and figure for both
09:23AM projects what we were going to do and I think it's relevant for me to go ahead and lay that foundation before I get into why we meet the six criterion and why this Board should go ahead and approve our request for LDMU.

First of all, the Vintage Creek property
09:24AM is to the south. It's also in the same FLUM, which is MU-S. Of course, ours is pending, but we are seeking the Mixed Use Suburban. The old category for Vintage Creek was R-3.
09:24AM The new is MBR. The subject parcel, the is old R-R and the new is MU. We are asking that this Honorable Board agree to our rezoning request for LDMU even though the staff has made logical and rational conclusions why LDR
09:24AM would be the best for this category. Let's

1 talk about that.
2 MR. TATE: Can you put up the zoning map?
3 MS. SCHULTZ: Thank you, Mr. Tate. When
4 we sat down and we realized that obviously the
09:24AM 5 zoning categories have changed, initially for
6 this development we were going to come before
7 this Honorable Board and seek R-3. The
8 developer at the time was looking at the
9 demands of the current new hirings of Navy
09:25AM 10 Federal. These two subdivisions were built in
11 mind to accommodate the influx of individuals
12 who will be hired by Navy Federal and other
13 businesses that will bring money to Escambia
14 County. So you have Vintage Creek to the
09:25AM 15 south and you have this subject parcel to the
16 north, both properties developed by our client
17 Olson.
18 With that in mind, Vintage Creek
19 Subdivision is MDR. The client did not want
09:25AM 20 to put town homes in that. We wanted to have
21 a price point for your coming to town we want
22 to capture both audiences of different price
23 points with respect to both developments. So
24 Vintage Creek being MDR, which would
09:25AM 25 accommodate town homes, the developer decided

1 not to do that and they went forward with more
2 larger estate lots or a 70-foot lot concept.
3 So this project that I'm here before you
4 today that the current zoning is RMU,
09:26AM 5 previously R-R, we would like to do 100 town
6 homes, but we would like to look at just
7 single-family homes, as well, providing those
8 potential new employees of these thriving
9 businesses to have an opportunity of what they
09:26AM 10 wanted.
11 Well, in looking at staff's comments what
12 I want to mention to you with LDMU what's
13 important to know, that's what we're seeking
14 today, is you have seven units per acre, which
09:26AM 15 is a mix of residential and commercial.
16 However, our client desires no commercial,
17 none whatsoever. Even though LDMU provides
18 for a mix of residential and commercial, the
19 only thing -- why my client is interested in
09:26AM 20 LDMU is it's really the only niche category
21 that provides for a few town homes. The
22 design of this project conceptually is not do
23 100 percent town homes. It is designed with
24 the understanding of doing some town homes to
09:27AM 25 accommodate these new individuals coming to

1 our community, but also providing your smaller
2 lots with the complimentary Vintage Creek.
3 So while the staff recommendation would
4 afford for LDR, an LDR zoning category would
09:27AM 5 not support town homes. So obviously I'm
6 coming before you today recognizing that the
7 staff has looked at the six criteria and in
8 every criteria has determined well, LDR would
9 be an alternative.
09:27AM 10 Now, one would ask, Ms. Schultz, wouldn't
11 just you agree with LDR? That's what the
12 staff is recommending. The only reason we are
13 not in favor of LDR on the onset is because
14 LDMU provides for the town home concept, where
09:27AM 15 LDR does not. And we're not asking to go up
16 in the density, which would be the neighboring
17 Vintage Creek, which is MDR, because town
18 homes would not be permissible because you had
19 to previously be zoned R-3, which the subject
09:28AM 20 parcel is not.
21 So one would say, Ms. Schultz, just change
22 Vintage Creek, just change Vintage Creek and
23 do town homes there because you can with MDR.
24 Well, we would have to change engineering and
09:28AM 25 all of that. Technically we could do that.

1 We could flip these projects and County staff
2 is aware that we could do that. To ask a
3 developer to do that costs hundreds and
4 thousands of dollars to change engineering and
09:28AM 5 design. We are wanting you to look at both
6 projects together even though what's before
7 this Board is the new project, because we
8 can't do the town home with LDR, which is what
9 the staff would like us to do, and we can't do
09:28AM 10 RMU, but if we switch the projects we could do
11 different products.
12 So I need this Board to understand that --
13 and this is my gosh not a threat by any
14 stretch of the imagination -- we're just
09:29AM 15 trying to accommodate the different price
16 points for prospective employees that will be
17 relocating to our area. So we could change
18 Vintage Creek. Instead of doing the large
19 lots with the estate flair, we could simply do
09:29AM 20 town homes. We could do -- in fact, we could
21 do 1,340 units, but that's not what we desire
22 to do.
23 So before I get to the criteria just
24 briefly in summary of why LDMU works is
09:29AM 25 because there really is no other category

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that's like the previous R-3. It would be simple to have gone from R-R to R-3, because we could do the town homes. But when the Land Development Code changed to look at the zoning
09:29AM categories, we struggled with trying to figure out what could we do because we don't want to do commercial. So part of me wants to come before this Board and say, hey, please give us LDMU. We won't let you down. We'll stick
09:30AM with the town home concept just with the hundred, do the smaller lots, no commercial, and if we could make that contingent.

So let's go into the six criterion on why we believe we have satisfied the six criterion
09:30AM for this Honorable Board to vote in favor of the LDMU request.

Number one. Is it consistent with the Comprehensive Plan? Absolutely. Now keep in mind we still have pending before the State
09:30AM our FLUM amendment, which would make us MU-S, so to the extent that's approved, which I have a good feeling it will be, that would allow for 25 units per acre, which allows for the mixed use of residential and commercial.
09:30AM LDM provides for seven units per acre, the

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mix of residential and commercial. We do not want to do commercial, but it's the only category that would allow our client to have some of the town home concept within the
09:31AM beautiful development mixed with single-family dwellings.

Now, this Honorable Board had the opportunity at the FLUM hearing to do the MU-S, to review utility and service letters
09:31AM that were previously provided. So we believe that under the Comprehensive Plan, to the extent that the State approves that, that we will be compatible with the Comprehensive Plan.
09:31AM Now, the staff, the only negative thing that the staff mentions in its finding about inconsistency with the Comp Plan is the compatibility with infill would not be promoted by the range of LDMU allowed uses.
09:31AM Well, just reading that sentence there indicates that there's this misunderstanding that we want to do commercial and that's not the case. In fact, we are willing to go forward and say, even though, if this is voted
09:31AM today and goes before the Board of County

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Commissioners and voted yes, we can stipulate to no commercial. We do not want any commercial. Let's just make that known.

MR. TATE: Just let me interject for the
09:32AM Board members. While that may be stipulated that's not a condition that we can make our decision on, so just keep that in mind as we go forward.

MS. SCHULTZ: Thank you, Mr. Tate. I
09:32AM appreciate that.

So we do believe that we are consistent with the Comprehensive Plan. So once you have MU-S, we believe that even though we can't stipulate, to the extent that you understand
09:32AM we're not going to do commercial, this developer has no desire to do commercial, retail, anything, it is simply for single-family homes or multifamily use.

Number two. Are we consistent with the
09:32AM Land Development Code? We believe we are. This request is consistent with the Land Development Code because it allows the district to develop a complimentary mix of low density residential uses.
09:32AM Now, think about this. This is very

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important. The surrounding uses -- and we'll get to that criteria here in a second -- the County actually owns property that abuts this property, and this is important, and it is
09:33AM zoned LDMU. So you have LDMU here that Escambia County owns and we're right next door. We are simply asking to have that same zoning category. And by the way Vintage Creek, which is zoned MDR, that's our client's
09:33AM project, as well, so it is compatible with the Land Development Code. As I mentioned, we could have asked for the prior zoning category R-3, which the developer to the south has, which is our client.
09:33AM Now, keep in mind under the Land Development Code you have to look at under the new zoning categories whether or not we meet the same location criteria. That's important. So that's a subset requirement that I have to
09:33AM tell you today of why we meet that. Well, in looking at locational criteria, looking at nonresidential, we plan on doing 100 percent residential. So even though LDMU if approved would allow for commercial, we're representing
09:34AM to you we're not going to do commercial. But

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1 even if we did, which we're not, we still
2 believe that the location criteria could be
3 met.
4 Number three, compatibility with
09:34AM 5 surrounding uses. If we look at the map, and
6 I've already represented to you and Griffin
7 has represented, as well, if you look at the
8 map you will see Vintage Creek, which I've
9 mentioned is MDR, the County property which is
09:34AM 10 right next door which is LDMU and our property
11 and our property right now is RMU. We are
12 simply asking it to be LDMU. So compatibility
13 with the surrounding uses, we can satisfy
14 that. Remember, the three sides to the
09:34AM 15 subject property are similar in zoning exist.
16 The properties bordering to the east are
17 currently zoned Low Density Mixed Use, which
18 includes the County's property, and Low
19 Density Residential. The properties to the
09:35AM 20 north are zoned Low Density Residential. The
21 117 acre property directly to the south, which
22 is also our client's, which is known as
23 Vintage Creek, is MDR.
24 What's also important, fellow Board
09:35AM 25 members, is that there's not -- the

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1 significant nonresidential use exists
2 approximately 2,500 feet to the south along
3 Nine Mile Road. That's important. So
4 compatibility with the surrounding area,
09:35AM 5 especially in light of the County owned
6 property, the LDMU, right next door, there's
7 no greater evidence to suggest that we can
8 meet that criteria just based on location and
9 surrounding uses.
09:35AM 10 Number four, changed conditions. As
11 Mr. Tate already mentioned, the recent FLUM
12 amendment change occurred. We're still
13 awaiting State approval. However, what's
14 important to know is that Vintage Creek, also
09:36AM 15 owned by our client, it also had a FLUM change
16 so that property received a development order
17 for a single-family residential subdivision,
18 but it's zoned MDR, which is Medium Density
19 Residential, which allows ten units per acre.
09:36AM 20 Now, our client, as I mentioned, could
21 just flip these projects and we wouldn't have
22 to come before you all today and do what we
23 need to do. However, we are asking to keep
24 Vintage Creek in its current MDR even though
09:36AM 25 we are not maximizing what we could do on that

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1 property. We could do 1,340 units, but we've
2 chosen not to even though the zoning category
3 supports that type of higher development.
4 Number five, effect on the natural
09:36AM 5 environment. I think staff would possibly
6 agree with us. There's 80 acres
7 approximately. No known wetlands are located
8 near the property. When we submitted our
9 package for the FLUM amendment we clearly had
09:37AM 10 letters from Escambia County and ECUA that no
11 wellheads are in the project vicinity. The
12 closest are five miles away, so we don't
13 believe that there is going to be any issue
14 with respect to that.
09:37AM 15 The State of Florida Division of
16 Historical Resources was contacted during the
17 FLUM amendment process and there wasn't any
18 historical significance, discovery of any
19 items that would likely be impacted by this
20 development.
21 Criterion Number Six, development
22 patterns. We believe that the proposed zoning
23 request is consistent with the development
24 patterns in the area. Development has
09:37AM 25 occurred westerly along Nine Mile with a

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1 mixture of residential and nonresidential
2 uses. The proposed zoning request would also
3 allow a compatible mixture of residential and
4 nonresidential uses.
09:37AM 5 So let's go back just quickly in summary.
6 We've worked very closely with staff and we
7 highly respect and value the staff's opinion.
8 We do believe LDMU, although the staff's
9 opinion would basically suggest the
09:38AM 10 alternative, which is LDR. The only issue
11 with LDR, we could go with LDR, that's not a
12 problem, it's just the issue we can't do the
13 town homes. So if we were before you today
14 and we didn't already have Vintage Creek
09:38AM 15 subdivision with the larger estates, the 70
16 lots, giving these owners more land and
17 beautiful estate looking type properties --
18 and I have marketing materials on that -- is
19 this concept wasn't already in the works, we
09:38AM 20 could just flip these projects and do the town
21 homes on this.
22 But we would like to do LDMU, representing
23 to you, although no stipulations are
24 permissible, so that we can do the town homes
09:38AM 25 and it will be a beautiful project with the

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1 mixture. And all we're trying to do is
2 accommodate those potential employees that are
3 relocating to our area that will bring money
4 into our area to have a different mix of do
09:39AM 5 you want the estate looking property, do you
6 want more of a townhouse, others.
7 We believe we've met the six criteria. We
8 really want to change the zoning today. If
9 this Honorable Board is completely against the
09:39AM 10 LDMU, even though the County property next to
11 this parcel is LDMU, we would consider LDR,
12 which would force us to go back to do a PUD,
13 which this Board -- Mr. Tate, I know you're
14 shaking your head, because that is something
09:39AM 15 we could do. It's just we selected LDMU
16 because when the zoning changed there wasn't a
17 niche category. Like R-3 was so great and I
18 always used R-3 because it really would
19 accommodate this, but the problem is that LDMU
09:39AM 20 throws in the commercial aspect. We're not
21 going to do commercial, but it's really the
22 only category that allows us to do the town
23 home concept, which this will not be a full
24 town home.
09:39AM 25 I believe I've satisfied the six criteria.

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1 I want to be careful because I have this
2 feeling that the State is just going to vote
3 yes and support the County's vote with respect
4 to our FLUM change. I don't want that to
09:40AM 5 affect today's meeting, but if you're going in
6 a direction that says LDMU would be -- that we
7 have not met that burden, then I would like to
8 consider as an alternative LDR and see if
9 maybe we can get the town homes approved
09:40AM 10 through the PUD process and welcome any
11 questions at this time.
12 MR. TATE: Staff, do you have any
13 questions of the applicant?
14 MR. VICKERY: No.
09:40AM 15 MR. TATE: At this time we'll go ahead and
16 allow the staff to do their presentation.
17 (Presentation by Griffin Vickery,
18 previously sworn.)
19 MR. VICKERY: So you've been provided with
09:40AM 20 the findings that we prepared for this Case
21 Z-2015-12 and I'll go through those.
22 The first being consistency with the
23 Comprehensive Plan. The findings are that the
24 proposed rezoning is not consistent mainly due
09:41AM 25 to the requirement that the infill be

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1 compatible with what's surrounding. There's
2 not an issue with the increased density that's
3 allowed by the proposed Future Land Use, and
4 there's not an issue or conflict with the uses
09:41AM 5 overall that the Future Land Use would allow,
6 but in this location there is not an
7 appropriate promotion of compatible uses by
8 this proposed change in zoning. We did
9 suggest to the applicant, based on this and
09:41AM 10 other criteria, that Low Density Residential
11 would be appropriate for a rezoning category.
12 The second criteria is the rezoning being
13 consistent with the Land Development Code.
14 The findings are that it's not consistent with
09:42AM 15 the Land Development Code. It doesn't
16 implement the primary intent of the requested
17 Low Density Mixed Use district. That can't be
18 fulfilled at this location, can't provide a
19 greater mix of neighborhood retail sales and
09:42AM 20 services, professional offices and greater
21 dwelling unit diversity. Some of those
22 aspects can be, but not entirely.
23 And as I believe the Chairman stated in
24 the previous rezoning case, you have to look
09:42AM 25 at all of the uses that would be available in

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1 the proposed rezoning. You consider all of
2 them.
3 The code says that rezoning to this
4 proposed Low Density Mixed Use District is
09:43AM 5 appropriate where there is a pattern of
6 well-connected streets, but these surrounding
7 streets just get by, they're in bold, national
8 land survey 30 foot rights-of-way. So there's
9 just enough room for some pavement. There
09:43AM 10 really is not a system of well-connected
11 streets here that would support this zoning
12 district.
13 The district is also indicated by the code
14 to be appropriate to provide a separation
09:43AM 15 between suburban and urban uses. That
16 function isn't applicable here either.
17 The consistency with other purposes of the
18 code would be confirmed should any proposed
19 development be reviewed, but these are the
09:43AM 20 basic requirements of the Land Development
21 Code that come forward when you're looking at
22 rezoning and we just don't find support for
23 those.
24 The third criterion, compatible with the
09:44AM 25 surrounding uses, the findings are that all

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1 the land uses and development activities and
2 conditions that are allowed by the proposed
3 zoning are not compatible with the surrounding
4 conforming uses and activities.
09:44AM 5 The Low Density Mixed Use, unlike the
6 current Rural Mixed Use and even the suggested
7 Low Density Residential, would bring in uses
8 like expanded manufactured home parks and
9 subdivisions, new or expanding, townhouses, as
09:44AM 10 has been mentioned is the intent of this
11 particular applicant, zero lot line
12 subdivisions, and then retail sales and
13 services within neighborhood retail centers.
14 These uses and activities in their entirety
09:45AM 15 are not appropriate at this location.
16 The fourth criterion is changed conditions
17 and there has been, as the applicant referred
18 to, a recent -- both the recent recommended
19 change in the Future Land Use, but also the
09:45AM 20 approval of the single-family residential
21 subdivision adjoining this property to the
22 south.
23 Let me explain, at this point this current
24 medium density residential that applies to
09:45AM 25 that area, that property was already zoned

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1 R-3. There was not a zoning change to R-3.
2 So the Future Land Use Map was pursued and
3 approved that allowed more than the two
4 dwelling units per acre that the previous
09:46AM 5 Rural Community Future Land Use category
6 allowed. The R-3 zoning, our best
7 determination is that's what it's been all
8 along.
9 From a planning perspective and in that
09:46AM 10 overall area, it's out of place. The reason
11 as I see that it doesn't support a change is
12 that the development that's been approved for
13 that is really a Low Density Residential
14 development. It's not a medium density
09:46AM 15 residential development. The final product
16 was development that was less than two units
17 per acre on approximately quarter acre lots.
18 So that fits squarely within the Low Density
19 Residential type of zoning. So simply because
09:47AM 20 that area is zoned medium density doesn't, in
21 my mind, support extension of that or even a
22 similar zoning for this adjoining property.
23 On that same topic of what's there around
24 it and what supports rezoning that Low Density
09:47AM 25 Mixed Use parcel is County property. It's a

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1 former borrow pit. My understanding from
2 speaking with someone in Public Works that
3 there is no active mining of the land. It's
4 used as a storage area for rework concrete
09:47AM 5 pipe and milled asphalt that might be used for
6 road maintenance in the area.
7 The zoning that was applied to it resulted
8 from the zoning consolidation. When that
9 process was going on there was no intent to
09:47AM 10 have or to retain a public zoning district.
11 That is probably the more appropriate
12 application to that site, but because it
13 already had a nonresidential use, it was given
14 or allocated that Low Density Mixed Use zoning
15 to retain some nonresidential use and to be
16 consistent with the Future Land Use.
17 The fifth criterion, development patterns,
18 the finding is that the proposed amendment
19 would not result in a logical and orderly
09:48AM 20 development pattern due to the incompatible
21 land uses and residential density that it
22 would allow.
23 The final category, effect on the natural
24 environment, the finding is that the proposed
09:48AM 25 rezoning would not increase the probability of

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1 significant adverse impacts to the natural
2 environment. The wetlands that are on site
3 would have to be addressed by any proposed
4 development plan that would proceed and there
09:49AM 5 are County ordinances that deal with that.
6 Staff has no other comments regarding the
7 findings that you've been provided.
8 MR. TATE: Thank you.
9 Ms. Schultz, do you have any examination
09:49AM 10 of the staff witness?
11 MS. SCHULTZ: Just one.
12 Mr. Vickery, even though the staff
13 comments are not in support of establishing
14 the criteria for LDMU, would the staff support
09:49AM 15 LDR?
16 MR. VICKERY: Yes, the findings were
17 written to indicate that that would be an
18 appropriate alternative zoning district
19 consistent with the Comp Plan and the code and
09:49AM 20 the other criteria that are listed in the Land
21 Development Code.
22 MS. SCHULTZ: Thank you.
23 MR. TATE: Thank you.
24 Do you have anything further for the
09:50AM 25 Board?

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MR. VICKERY: No. Again, those findings were included providing that alternative zoning.

MR. TATE: For those members of the public
09:50AM who wish to speak on this matter please note that the Planning Board bases its decision on the approval of the conditions and exceptions described in Section 2.07.2 of the Escambia County Land Development Code. During it's
09:50AM deliberations the Planning Board will not consider general statements of support or opposition. Accordingly, please limit your testimony to the approval of the conditions and exceptions described in 2.07.2. Please
09:50AM also note that only those individuals who are present and give testimony before the Board at this hearing before the Planning Board will be allowed to speak at the subsequent hearing before the BCC.

09:50AM There are four individuals who have signed up to speak or five. The first one is actually, Tommy Brown, Escambia County Traffic Department. Are you still in the building?

(Tommy Brown, previously sworn.)

09:51AM MR. BROWN: Tommy Brown. I work in the

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transportation traffic operations. I just wanted to put on the record that there may be a need for a right-of-way donation along Tower Ridge Road, so I just wanted to let the
09:51AM developer and their agent know that before they come to the DRC.

MR. TATE: Thank you. I believe two of those are actually the applicant or a business associate. Jason Rebol. No comment? Okay.

09:51AM Paul Battle? No comment.

Rick Olson? No comment.

All right. Our final is Edward Morgan. Mr. Morgan, please come forward. Could you state your full name and address for the
09:52AM record and be sworn in.

MR. MORGAN: Edward G. Morgan, 9755 Tower Ridge Road.

(Edward G. Morgan sworn.)

MR. MORGAN: First I'll comment that --
09:52AM especially the speakers that have been turned this way, I'm used to public speaking, but I noticed it's almost impossible to hear even you up there. There's something wrong with the speaker system.

09:52AM But I have objections. I understand

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already it's permitted to build two dwelling units per acre; is that correct?

MR. TATE: I believe that's on the portion that's already previously approved. What's
09:53AM the density on the current zoning for the case before us today?

MR. VICKERY: The Rural Mixed Use zoning that's currently there allows two units per acre. However, with the change in the Future
09:53AM Land Use there is a conflict until that conflict is somehow addressed because of the overlap, if you will, in the maximum and minimum densities required by the two Future
09:53AM Land Use categories. So let me put it more simply. If they get the Future Land Use, go forward with the Future Land Use amendment, it's approved, they would need rezoning of some form.

MR. TATE: Okay.

09:54AM MR. MORGAN: I have comments and I have questions still, also. If this unit is built, is there some provision for correcting the drainage situation? We have a terrible drainage situation. There's no ditches to the
09:54AM road and I've suffered with that on my place

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for years.

MR. TATE: Unfortunately for us, in front of us at this Board, we can't consider the conditions that maybe have to change or
09:54AM improve before something can be done. Those actually occur after both this hearing and the next hearing before the Board of County Commissioners. Then the applicant is actually required to come back to staff and meet with
09:55AM them in what's called the development review and that's a public hearing, as well, and that's where those issues are addressed from the technical perspective of what has to be done both in and around their properties to
09:55AM meet the conditions of the County in order to build.

MR. MORGAN: And the planners for it, is there going -- we have no public sewage. The more houses you build out there with septic
09:55AM tanks, it's going to present a great problem.

And another problem I have with it is the pollution of a stream that gets up -- goes down one line of my place and crosses the back, goes into that beautiful creek, clear
09:56AM creek that runs into Perdido River, and if

there's no provision made for drainage, pollution will be a problem in that beautiful stream.

And I think of an old proverb that I've
09:56AM been hearing all of my life, woe unto them that join house to house and field to field. There will be no place left alone in the earth. The more people you get in a community, the living conditions get worse.
09:56AM You have problems with children being raised so close together. The morals go down. The quality of living goes down the thicker it gets and we have proof of that in some of the thick sections already and some of the
09:57AM problems that the police are already having with these people where there's just so many people living in the same area.

I've been out there more than 43 years and I moved out there to get away from these kind
09:57AM of living conditions. And I can understand that there has to be some development, but I'm strictly opposed to having seven dwelling units per acre.

MR. TATE: Thank you, Mr. Morgan.

09:57AM MR. MORGAN: I thank you.

MR. TATE: Does the applicant wish to make any further comments or address any issues that were brought up by this individual?

MS. SCHULTZ: Yes. Just as this nice
09:58AM gentleman had mentioned and just so this Board knows and I'm sure you recognize that drainage will be provided per code within the subdivision. The engineer is here. There will be obviously public -- the great thing
09:58AM about Vintage Creek with that is that there will be a public sewage just as Vintage Creek, so we can possibly, I don't know if that can be tapped in or not. That's an engineering question. But that will already be
09:58AM accommodated.

Clearly we're going to protect the wetlands. There are wetlands that will be protected, as this Board knows that we can't get to the next level without that, and that
09:58AM will be honored and protected according to the code.

We also acknowledge that there are some road improvements that may be required by the developer and as Mr. Tate properly stated
09:58AM these are things that have to go through the

process once the change is made. So just to go ahead and say we recognize certain things will have to be done to make this project under the code, as well as other agencies
09:58AM concerns and those will be addressed.

I do want to make it very clear to this Board, while I appreciate and respect the staff's comments, we really want LDMU because it's really the only category niche to do what
09:59AM we want to do on this property so we don't have to split the project because that's what may have to do. We don't want to do that. So to accommodate the town homes, knowing that there's not going to be commercial, we want to
09:59AM make it very clear that this Board look at that we've met the six criteria, especially in the light that the County property next to this property is LDMU. And while the County has no desire to develop that property right
09:59AM now, it's not known to be that they desire to develop it, it could sell that property and the subsequent bona fide purchaser could do something with that property.

So for that reason and all the other five
09:59AM criteria that I've gone over, we believe we

meet LDMU. However, I don't want to slow this project down. There is a demand for homes in this area. I think you all know the quality of my client. This developer has built Water
09:59AM Color, has done so much in our area here all the way the Florida north coast here and does a very very good job and high end projects. We want to provide an accommodation for those buyers at different price points and different
10:00AM needs and that's we why wanted to do more of the town home concept here.

If it goes in the direction that this Honorable Board says, Ms. Schultz, we're not going to do LDMU, I really need to tell you
10:00AM that we would consider LDR, but that would be the only alternative so that we can get ourselves out of the RMU or we can't develop this property. So I'm coming to you saying, gosh, I wish there was a middle ground between
10:00AM LDR and LDMU that allowed for town homes. There's not. Because we don't want to do commercial. And it may be that we didn't foresee that that would be an issue. I think we're probably the first ones that are going
10:00AM through. I think there's probably going to be

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1 others potentially out there that find
2 themselves that say, I don't want to do
3 commercial. I don't. But I also want to do
4 the multifamily, but not the entire project,
10:01AM 5 so I'm stuck.
6 So I respect and I appreciate staff's
7 comments. I definitely think we have made our
8 case satisfying the six criteria for LDMU.
9 You have our word we're not going to do
10:01AM 10 commercial. I know we can't stipulate to
11 that. It would be great to, because we would.
12 So please take that into consideration.
13 I don't want this to be a flat out denial
14 today. I don't want to hold this project up.
10:01AM 15 But LDMU is what we want, but we would
16 consider, if this Board would like to consider
17 a LDR concept. We appreciate your time.
18 MR. TATE: Board members, do you have any
19 questions for the applicant, staff or members
10:01AM 20 of the public?
21 MR. CORDES: I do. The donation of
22 right-of-way is so that in the future if you
23 want to run sewer up Tower Ridge Road it would
24 allow it because you only have a 30-foot
10:01AM 25 right-of-way; is that correct? I guess it's

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1 for staff.
2 MS. SCHULTZ: Do you mind if I bring the
3 engineer?
4 MR. BROWN: We have standard --
5 MR. TATE: Could you wait until you reach
6 the mike? Again, Mr. Brown.
7 MR. BROWN: I mean, we have standard
8 right-of-way widths that are required by the
9 County, 50 feet if it's curb and gutters, 66
10:02AM 10 feet if it's an open swale. And the
11 right-of-way is needed for public utilities
12 and drainage and a myriad of other things, so
13 we just like to get a standard width so that
14 we have room for future improvement.
10:02AM 15 MR. CORDES: So you require, I guess, ten
16 feet on that site from this landowner and ten
17 on the other?
18 MR. BROWN: I'm not exactly sure right
19 now, but more than likely something like that
10:02AM 20 ten foot strip.
21 MR. CORDES: And then I guess my question
22 is to the gentleman's question about septic
23 tanks, I mean, if this developer does this and
24 sewage keeps coming north it makes it more
10:02AM 25 affordable for those who are on septic tanks

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1 is the way I picture development. Is that a
2 correct statement?
3 MR. BROWN: Yes. I'm not sure of all the
4 rules, but if --
10:03AM 5 MR. CORDES: But Vintage Creek is on
6 public sewer, it's not septic; is that
7 correct?
8 MR. BROWN: Yes.
9 MR. CORDES: You don't need to comment to
10:03AM 10 my statement. I guess it is a statement that
11 I'm making that as you develop and you bring
12 subdivisions with sewage, you know, public
13 sewer, you're helping those rural areas who
14 are currently on septic tanks. It makes it
10:03AM 15 more affordable is what I'm getting at.
16 MR. BROWN: And you need a right-of-way.
17 MR. CORDES: The right-of-way you've got
18 to have to do that.
19 MR. BROWN: Yes, sir.
20 MR. CORDES: Okay.
21 MR. WINGATE: I have a question.
22 MR. TATE: Hold on just a moment, please.
23 Mr. Brown, thank you.
24 Did the project engineer have anything
10:03AM 25 that you would like him to state on the

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1 record?
2 MS. SCHULTZ: If I can go ahead and speak
3 for the engineer, can I do that?
4 MR. TATE: Sure.
10:03AM 5 MS. SCHULTZ: And to clarify your
6 question, a very good question, we've already
7 anticipated your concern and as you know the
8 developer as part of the development process
9 can donate certain land and we already had
10:04AM 10 that conceptually, thinking that we would need
11 to do that to accommodate the right-of-way.
12 And the great thing, Mr. Cordes, is that
13 the fact that the same developer owns Vintage
14 Creek, there could be some accommodations on
10:04AM 15 that site, as well. So we're situated in a
16 way that we can take the north and the south
17 property, do what we need to do to meet the
18 requirements, and we've already warned the
19 client that a donation of property to
10:04AM 20 accommodate right-of-way is likely.
21 MR. TATE: Mr. Wingate.
22 MR. WINGATE: My concern, I was viewing
23 the site review, I kind of being -- my
24 background has partially been a developer of
10:04AM 25 several subdivisions that I've done and the

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1 first thing you look at -- and I had an
2 opportunity to talk to one of the landowners
3 that was a businessman out there, very
4 successful, and he shared a conversation that
10:05AM 5 he had with the head of Navy Federal and he
6 was telling me some data that -- and I happen
7 to serve on another committee that there's
8 going to be two new schools built in the area.
9 That's going to make a big demand and he
10:05AM 10 said --
11 MR. TATE: Mr. Wingate, before you go
12 further, I'm not sure if you've crossed the
13 line in ex parte communication. I would ask
14 for some clarification.
10:05AM 15 MS. SMITH: As long as he's disclosing the
16 conversation that he had and so if there's
17 questions about the conversation that he's had
18 they can -- both the parties can ask questions
19 and have that flushed out on the record.
10:05AM 20 My concern more so at this point is the
21 relevance of the Navy Federal development to
22 whether or not this parcel meets the criteria
23 that's before the Board for consideration.
24 So if there are questions about the
10:06AM 25 conversation that he had, those can be asked

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1 at this time.
2 MR. WINGATE: I'll just hold my
3 conversation.
4 MR. TATE: Do you have any other comments
10:06AM 5 or questions for the applicant?
6 MR. WINGATE: No, not at this point.
7 MR. TATE: Mr. Rushing?
8 MR. RUSHING: Yeah. Is it an overlook --
9 this is for the staff. Is this an overlook or
10:06AM 10 just now brought up that the townhouse was
11 only included in this? Kind of give me some
12 background since I'm kind of new to this of
13 how the townhouse was included into commercial
14 use.
10:06AM 15 MR. TATE: Well, one thing I can state
16 here, this is our first day to do rezonings
17 with what would be considered our consolidated
18 rezonings, so this is actually our first look
19 at them in use. We've looked at the practical
10:07AM 20 nature of them over the last five-and-a-half
21 year. Actually dealing with them is
22 different. You remember at our last meeting
23 there were a couple -- one of the rezonings
24 actually went away because they now met these.
10:07AM 25 Now we're kind of faced with the opposite

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1 where probably an R-3 would still work in that
2 area or what would have been R-3, but because
3 of this I don't know if staff can explain the
4 nature of that particular consolidation where
10:07AM 5 the townhouse concept went to I guess what
6 would be considered R-4, R-5, R-6 as opposed
7 to a R-1, R-2, R-3. Is that really what's
8 happened?
9 MR. VICKERY: The R-3 was combined with,
10:07AM 10 relying on memory, I think R-2 and a couple of
11 other zoning districts that did not allow town
12 homes to accommodate. So to accommodate
13 allowing town homes in the consolidated
14 district, the district says if you formerly
10:08AM 15 had R-3 or any other district that allowed a
16 town home, then you could have it in the new
17 consolidated district, but it did not bring in
18 or allow town homes in the other areas that
19 formerly did not have them.
10:08AM 20 MR. TATE: And this was formerly -- what
21 was the prior zoning?
22 MS. SCHULTZ: R-R.
23 MR. TATE: This was R-R, so it was less
24 intense.
10:08AM 25 MR. VICKERY: The property to the south,

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1 that was R-3.
2 MR. TATE: Which is now the MDR.
3 MR. PYLE: The difference, if you could
4 clarify, staff, you know this answer already,
10:08AM 5 but the restriction to developing a town home
6 in LDR is due to either density per acre or is
7 lot line.
8 MR. TATE: Both. I mean really in the
9 town home/townhouse concept that's --
10:09AM 10 MR. VICKERY: Town homes are very small
11 lot, high density, a higher, much higher
12 density type development than what the Low
13 Density Residential District is intended to
14 support. So you don't get to it until you get
10:09AM 15 to a higher density or at least a mixed use.
16 MR. PYLE: I do find the fact that the
17 County owns a LDM piece of property a bit of
18 conflict similar to this description, we won't
19 do any commercial and they're saying basically
10:09AM 20 the same thing, we don't really plan on doing
21 anything with that other than what its current
22 use. Did it just fall into LDMU?
23 MR. TATE: I kind of have a parallel
24 question to this as we look at LD, low
10:09AM 25 density, low density, townhouses. There's

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1 even a conflict in some regard with that
2 consideration there, so we're having to look
3 at it beyond just the -- you know, we
4 understand the MDR, the R-3 below it, but now
10:10AM 5 we're saying, well, our concern here is town
6 homes really don't meet lower density issues,
7 but we've got a low density zoning that we put
8 townhouses in.
9 MR. VICKERY: It mixed use.
10:10AM 10 MR. TATE: Right. I do understand that.
11 MR. VICKERY: It also is not the same
12 density. They're very relative terms, low
13 density, medium density, high density.
14 They're more relative to one another than they
10:10AM 15 are to some continuum with an exact line that
16 says you crossed this line and now you're
17 meeting density. So the character of a mixed
18 use district is much different than a purely
19 residential district.
10:10AM 20 MR. TATE: Okay. Any other questions or
21 comments by the Board to the applicant, staff
22 or the public?
23 MR. PYLE: Could I -- this is not a
24 question, but possibly talk to Ms. Schultz and
10:11AM 25 the County Attorney real quick? I just want

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1 to make sure full disclosure to the applicant
2 that there's no conflict that I need to recuse
3 myself, if I could speak to them briefly. I
4 mean, in private or not, you represent a
10:11AM 5 client that we're on opposing sides. No,
6 we're not in litigation, but I just wanted to
7 make her aware of that before there's a vote,
8 which I don't hold any prejudice to that.
9 MS. SMITH: The concern that I would have
10:11AM 10 is if you had a relationship that would result
11 in a special benefit or loss to you as a
12 result of your...
13 MR. PYLE: No, they're totally -- it's
14 where I work and I don't think Ms. Schultz
10:11AM 15 even knows the conflict. I just put two and
16 two together as we sat here. Again I don't
17 think my vote has any -- there's no bearing on
18 that, but I would rather tell her now.
19 MS. SMITH: What the ethic rules require
10:11AM 20 is that you disclose any special gain or loss
21 to you, a principal or a family member of
22 yours. And a special gain or loss has to do
23 with generally financial gains. So if your
24 boss would benefit from the development or
10:12AM 25 suffer a loss from the development or

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1 rezoning...
2 MR. PYLE: It has absolutely nothing to do
3 with the hearing before us. It's simply a
4 completely separate matter. She happens to
10:12AM 5 represent a client that is on an opposing view
6 of the company that I work for. That's all.
7 I just wanted to disclose so that if I needed
8 to recuse.
9 MS. SCHULTZ: Mr. Pyle, I tremendously
10:12AM 10 respect you as you probably know. Do you feel
11 like you can sit here today and vote on this
12 matter independent of the other relationship
13 or anything else involved?
14 MR. PYLE: Yes.
10:12AM 15 MS. SCHULTZ: And you don't know Mr. Olson
16 sitting here today, right?
17 MR. PYLE: No.
18 MS. SCHULTZ: Okay.
19 MS. SMITH: I do not find that you have a
10:13AM 20 voting conflict and as I have advised the
21 Board in the past, the ethic rules require
22 that you vote unless you have a conflict that
23 would result in a special benefit or loss. I
24 do not find that's the case based on what
10:13AM 25 you've told me, so I am not asking that you

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1 recuse yourself.
2 MR. PYLE: I just want to make it clear
3 for Ms. Schultz.
4 MS. SMITH: I appreciate it. You can ask
5 him a question.
6 MS. SCHULTZ: Can I approach him and talk
7 to him confidentially?
8 MS. SMITH: Any disclosure that he makes
9 has to be on the record.
10:13AM 10 MS. SCHULTZ: Mr. Pyle, does it relate to
11 a current client of mine that's independent of
12 Mr. Olson?
13 MR. PYLE: Yes, they're totally separate.
14 I think, I don't believe they have any.
10:13AM 15 MS. SCHULTZ: But you can sit here today
16 and put that aside and vote for this matter
17 based on the evidence?
18 MR. PYLE: I work for the elevator company
19 and you represent another elevator company.
20 MS. SCHULTZ: I know.
21 MR. PYLE: That's it. I don't believe
22 that there's any relevance to this case. I
23 didn't think there was anyway.
24 MS. SCHULTZ: I'm fine with that.
10:14AM 25 MR. TATE: Thank you.

Yes, ma'am.
MS. SMITH: If the Board is inclined to vote to approve the zoning I just want to make it clear that there are going to have to be
10:14AM specific findings to address the criteria that staff has indicated is not consistent. I think that's A, B, C and E, specifically on the incompatible infill, as well as the finding that there is no unique circumstances
10:14AM related to this specific parcel that would waive the locational criteria.
MR. TATE: Thank you.
I believe there's no other questions.
MR. CORDES: I've got one. I'm a little
10:15AM bit confused here. So we're voting on LDMU and if we don't do that you're saying you would like LDR. What would the procedure be, we've got to vote on the LDMU first?
MR. TATE: Correct. What we would do is
10:15AM we would ask staff to give us -- we would probably take a recess for a few minutes -- give us Findings-of-Fact that are compatible with a LDR, which Mr. Griffin has indicated he somewhat has done that already, if we went
10:15AM that direction.

MR. CORDES: Okay. And the follow-up to that, and this is kind of a comment or a question of staff, if you could consider the pledge of the owners to do what they're going
10:15AM to do would you approve it? It sounds like most of your objection is over the fact that it's mixed use, they could come in and do some things that would be incompatible even though they're certainly not going to.
10:16AM MR. TATE: It's just not a consideration that can be done at this level at this particular meeting and at the next level at that particular meeting.
MS. SMITH: The concern is because even
10:16AM though they may say that that's not what they're going to do they could sell the property to anyone and they would have those rights.
MR. CORDES: I got that. Here's where I'm
10:16AM going. If this Board were to vote LDMU, we've got to have a reason, based on what you're saying?
MS. SMITH: Correct. You have to address the criterion and state how the rezoning
10:16AM request meets that criterion.

MR. TATE: Okay. At this point we'll go ahead and close the public portion of the meeting and then I would like to address some comments to my fellow Board members and we'll
10:17AM go from there on a vote.
We're dealing with a rezoning that has an arbitrary line attached to another piece of property that is the same. Below it we have another piece of property that is more intense
10:17AM of which has not been developed yet either. So we already have one property that already has the blessings of the County, whether by right or by rezoning, mixed use or the medium density properties. When I personally look at
10:17AM these, I just don't struggle with the compatibility of them within the Comprehensive Plan.
Now, that doesn't mean that I have the answer to all the criteria, but what we have
10:17AM to do is accept staff's criteria, accept staff's criteria with modifications, accept the applicant's criteria or write our own criteria or vote it down. So those are the options that we have in front of us. And if
10:18AM you need a couple of minutes, if somebody has

a motion but they need to think it through, that's fine as well.
MR. WINGATE: Mr. Chairman?
MR. TATE: Yes.
10:18AM MR. WINGATE: I have a heartburn, which makes we kind of uncomfortable with, being in the real estate business, what the explosion for the future that has been projected for that area, and the hearsay on the projection
10:18AM that has been kind of common knowledge with developers running out there like flies. There's about ten developers that's developing the area. And we know that in Escambia County the only place to grow is north and west.
10:19AM And being involved with people that know what's going on within the community and with growth and new taxes coming to Escambia County, the money is only going to probably come from that way. So was just kind of what
10:19AM I'm looking at, that I know several developers that want to get out that way. I know if that developer goes out there certain criteria is going to have to be met because they've got to go through DRC. And so from a knowledge point
10:19AM of view that's in-depth and being exposed to

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this kind of information sometimes it kind of makes it tough.

MR. TATE: Do you have a question or a comment or is it just a statement in general

10:19AM to the Board? I understand what you're saying, but, I mean, we've got to go through each one of us if we have any comments as a Board right now. We're in our own deliberations.

10:20AM MR. WINGATE: I think within the criteria I think the criteria is knowing the explosion of the future of tg95.

Hat particular area it kind of --

MR. TATE: The changing conditions.

10:20AM MR. WINGATE: You've got basic change of conditions that's no control of this Board, but it's happening automatically because of change of time of development, people wanting to come to Escambia County.

10:20AM MR. TATE: Mr. Wingate, for what you've said and for all of us as we consider the definition that I read to the public for changed conditions, okay, the area to which the proposed rezoning would apply has changed

10:20AM or is changing to such a degree that it's in

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the public interest to encourage new uses, density or intensity in the area through rezoning.

I mean you're saying that's where growth

10:21AM is going and there's got to be something done to encourage it?

MR. WINGATE: To meet the trend and what's going to happen there.

MR. TATE: So our definition of changed

10:21AM conditions that we're given to work with is the area to which the proposed rezoning has changed, is changing, correct, and to such a degree it's in the public interest to encourage new uses, density or intensity.

10:21AM MR. WINGATE: Right.

MS. SMITH: Mr. Tate, I believe that's one that staff and Ms. Schultz were in agreement on.

MR. TATE: Right. I understand that. I'm

10:21AM just making sure everybody understands that that's what we're dealing with here. There's no doubt -- everybody is in agreement that the changing conditions there are more residential uses moving forward in the future.

10:21AM MS. ORAM: Wouldn't that spill over to

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development patterns?

MR. TATE: I believe it does.

MS. ORAM: So it's in tune or consistent with the change, upcoming change.

10:22AM MR. PYLE: I find such a conflict with the fact that -- I think everyone can state that as a fact. There's obviously a need. And the reality is the County has a LDMU piece of property that's adjacent. Denying this

10:22AM only -- I would imagine, therefore, alters in a positive direction the value of that property. I have a really hard time separating those two issues.

But what I would like to know is the

10:22AM difference for applicant, what is time frame? Obviously we haven't addressed that. We talked about procedural. The only thing that we can address is what's before us. And, staff, what happens with the turnaround if we

10:22AM deny and they have to go to the LDR?

MR. TATE: If they go to the LDR and we approve it, it still has to go before the Board of County Commission. We will then have the opportunity to see them for a third time

10:23AM on the same subject as they go through a PUD

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process, which this Board has not heard a PUD in at least five to seven years. It's a unique process. It's a great process for development under certain conditions, but it's

10:23AM annual application process for them, it's another period of time. The PUD has to go through us and then has to go to the Board of County Commissioners, so it's a whole other process of the same steps but with just more

10:23AM information. We would actually hear at the PUD, this is where they would agree to conditions. We wouldn't do this, we would do this.

At the same time the County would agree to

10:23AM certain conditions that we will let them do this even though that is less than the standard of that zoning district or whatever, so there's a reciprocal relationship when we get into that PUD process. They get to do

10:24AM some things that they would like to do, the County gives up things, the County actually imposes some things, as well. So it's an interesting process. Whether or not it's necessary here, I don't know.

10:24AM At this point I would ask if there's any

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Board member here that would further a motion one direction or another and then we can move ahead.

(Motion by Mr. Cordes.)

10:24AM MR. CORDES: Mr. Chairman, I recommend that we approve the LDMU as presented by the client.

MR. TATE: Accepting the client's Findings-of-Fact and meeting all criteria?

10:24AM MR. CORDES: I may need some help responding to it, but I believe they have met it.

MR. TATE: Okay.

MR. PYLE: Question. And then, therefore, 10:24AM if that were the proposal that went before the Board of County Commissioners and they would deem whether the applicant has met them?

MR. TATE: Correct. And if they did not, the Board, do they have the authority at this 10:25AM point to rezone to a lower density or does it have to come back to us? I know that's been up in the air. They can't go higher, but they can rezone it to that lower.

MS. SMITH: Go lower.

10:25AM MR. TATE: Without --

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MR. LEMOS: Without coming back to you.

MR. TATE: Without coming back to us. So the Board could take direction to rezone it to the lower density and then they would be in 10:25AM that PUD process still.

MR. LOWERY: I second the motion. I think that the proposed change to the Future Land Use that's already been approved by this Board makes it compatible or consistent with the 10:25AM Comprehensive Plan.

I think the rezoning would be consistent with the Land Development Code given the adjoining properties that have either the same as or a higher density.

10:25AM And the changed conditions as we've already discussed changed the development patterns.

MR. TATE: Let me ask you this. Rather than a second, would you accept those as where 10:26AM you said you need some --

MR. CORDES: Yes.

MR. TATE: So we'll take that as our motion.

MR. LOWERY: That's our motion. I move to 10:26AM approve.

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MR. TATE: And then a second, if there's a second.

MR. WINGATE: Second. We have a motion and a second. Do we have any questions.

10:26AM MR. PYLE: Counselor.

MS. SMITH: I just wanted to clarify with Mr. Lowery. You mentioned your criteria. You talk about changed conditions and changed conditions was not one that we needed.

10:26AM MR. LOWERY: I understand.

MS. SMITH: I think that there needs to be some comments related to the development pattern, which was Criterion E, that has not been addressed.

10:26AM MR. LOWERY: That's what I was saying, that the changed conditions in the area, in that neighborhood, has changed the development for the need for development patterns.

MS. SMITH: Thank you for clarifying.

10:27AM MR. TATE: A motion and a second. All those in favor show by raising your right hand.

(Board members vote.)

MR. TATE: The motion passes six/0.

(The motion passed unanimously.)

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MR. TATE: Thank you for your time. Maybe we'll see you again.

MR. LEMOS: Before we get too far away, let me emphasize, we are still in that waiting 10:27AM period for --

MR. TATE: That's correct.

MR. LEMOS: It's got to be contingent upon approval of the Future Land Use change map approval.

10:27AM MR. TATE: Correct. And I believe Mr. Lowery mentioned that in his motion.

MR. LOWERY: Yes.

MR. TATE: We're going to go ahead and take a -- let's come back at 10:35.

10:27AM (The quasi-judicial rezoning hearings concluded at 10:30.)

Planning Board-Rezoning **5. B.**

Meeting Date:	06/02/2015
CASE :	Z-2015-12
APPLICANT:	Kerry Anne Schultz, Agent for The Busbee Limited Partnership and Murphy J. Jacob Trust
ADDRESS:	9600 Block Tower Ridge Road
PROPERTY REF. NO.:	01-1S-32-1000-070-003; 01-1S-32-1000-050-003; 01-1S-32-1000-050-004; 01-1S-32-1000-110-003; 01-1S-32-1000-080-003; 01-1S-32-1000-120-004
FUTURE LAND USE:	RC (MU-S pending state review)
DISTRICT:	1
OVERLAY DISTRICT:	N/A
BCC MEETING DATE:	07/07/2015

SUBMISSION DATA:
REQUESTED REZONING:

FROM: RMU, Rural Mixed-use district (two du/acre)

TO: LDMU, Low Density Mixed-use district (seven 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 a., LDC Sec. 2-7.2(b)(4)
Consistent with the Comprehensive Plan.
Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions.

CP Policy 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).

CP Policy FLU 1.3.1 Future Land Use Categories.
FLUM Mixed-Use Suburban (MU-S)
General Description: Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.
Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic.
Standards:
Residential Minimum Density: 2 du/acre
Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)

FINDINGS
The proposed amendment **is not consistent** with the Comprehensive Plan and FLUM. Although the increased density of the proposed LDMU zoning is consistent with that allowed by the pending Mixed-Use Suburban FLU, and the permitted uses of the proposed LDMU are consistent with the stated intent of MU-S to allow for a mix of residential and non-residential uses, compatible infill would not be promoted by the range of LDMU allowed uses.

Alternatively, Low Density Residential (LDR) zoning would be compatible and remain consistent with both the allowed uses and density of MU-S. Consistency with other applicable policies of the Comprehensive Plan would be confirmed during review of proposed development for compliance with implementing Land Development Code regulations.

Criterion b., LDC Sec. 2-7.2(b)(4)
Consistent with The Land Development Code.
Whether the proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.

LDC Sec. 3-2.4 Rural Mixed-use district (RMU).
(a) Purpose. The Rural Mixed-use (RMU) district establishes appropriate areas and land use regulations for a mix of low density residential uses and compatible non-residential uses within areas that have historically developed as rural or semi-rural communities. The primary intent of the district is to sustain these communities by allowing greater residential density, smaller residential lots, and a more diverse mix of non-residential uses than the Agricultural or Rural Residential districts, but continue to support the preservation of agriculturally productive lands. The RMU district allows public facilities and services necessary for the health, safety, and welfare of the rural mixed-use community, and other non-residential uses that are compact, traditionally neighborhood supportive, and compatible with rural community character. District communities are often

anchored by arterial and collector streets, but they are not characterized by urban or suburban infrastructure. Residential uses are generally limited to detached single-family dwellings, consistent with existing rural communities and limited infrastructure.

LDC Sec. 3-2.5 Low Density Residential district (LDR).
(a) Purpose. The Low Density Residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.

LDC Sec. 3-2.6 Low Density Mixed-use district (LDMU).
(a) Purpose. The Low Density Mixed-use (LDMU) district establishes appropriate areas and land use regulations for a complementary mix of low density residential uses and compatible non-residential uses within mostly suburban areas. The primary intent of the district is to provide for a mix of neighborhood-scale retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Residential district. Additionally, the LDMU district is intended to rely on a pattern of well-connected streets and provide for the separation of suburban uses from more dense and intense urban uses. Residential uses within the district include most forms of single-family, two-family and multi-family dwellings.
(f) Rezoning to LDMU. Low Density Mixed-use zoning may be established only within the Mixed-Use Suburban (MU-S) and Mixed-Use Urban (MU-U) future land use categories. The district is suitable for suburban or urban areas with central water and sewer and developed street networks. The district is appropriate to provide transitions between areas zoned or used for low or medium density residential and areas zoned or used for high density mixed-use. Rezoning to LDMU is subject to the same location criteria as any new non-residential use proposed within the LDMU district.
(e) Location criteria. All new non-residential uses proposed within the LDMU district that are not part of a predominantly residential development or a planned unit development, or are not identified as exempt by district regulations, shall be on parcels that satisfy at least one of the following location criteria:
(5) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative location criteria [along an arterial or collector street], and the proposed use will be able to achieve long-term

compatibility with existing and potential uses.

FINDINGS
The proposed rezoning to LDMU **is not consistent** with stated purposes of the LDC and **is in conflict with** some provisions. The primary intent of the LDMU district, (to provide for a mix of neighborhood-scale retail sales and services, professional offices, and greater dwelling unit density and diversity than LDR) cannot be appropriately fulfilled at the location proposed. The location does not comply with the arterial or collector street criteria of the district, and there are no unique circumstances regarding the subject parcels that were unanticipated by those criteria.

Rezoning to LDMU is appropriate where there is a pattern of well-connected streets, but the surrounding streets are within substandard rights-of-way and not well-connected. The district is also appropriate to provide separation between suburban and urban uses, but that function is not applicable to the subject parcels. Conversely, some LDMU allowed uses at the location proposed could create a need for separation.

Alternatively, the LDR district would allow an increase in the density of single-family detached dwellings. LDR would also be consistent with the purposes of the LDC and not in conflict with its provisions. Consistency with other purposes of the LDC would be confirmed during review of proposed development for compliance with applicable regulations.

Criterion c., LDC Sec. 2-7.2(b)(4)
Compatible with surrounding uses.
Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities, and conditions and able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed, but is evident for all permitted uses of the requested zoning.

FINDINGS
All land uses, development activities, and conditions allowed by the proposed zoning are **not compatible** with the surrounding conforming uses, activities, and conditions. Unlike the current RMU or alternative LDR, uses allowed by LDMU include new or expanded manufactured home parks and subdivisions, townhouses, zero lot line subdivisions, and retail sales and services within a neighborhood retail center up to 35,000 square feet. Uses, activities, and conditions allowed by LDR would, however, be compatible with those surrounding the subject parcels.

The area of existing LDMU on the east side of Tower Ridge Road is limited to a

county parcel used for storage of road maintenance materials (e.g., milled asphalt, concrete pipe). As established by the original county zoning, the area of MDR immediately south of the subject parcels was zoned to accomodate medium density single-family and two-family (R-3)uses, but through a recently approved subdivision plan the area will be developed for detached single-family dwellings at less than two units per acre. Neither of these areas support the establishment of LDMU on the subject parcels.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions.
Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS
In February, 2015 the county approved the preliminary plat and construction plan for Vintage Creek Subdivision, a 161-lot single-family detached dwelling development on 115 acres immediately south of the subject parcels. That use represents a change to such a degree that it could be in the public interest to encourage similar new uses and density in the area through rezoning. The LDR district would allow such use and density.

Criterion e., LDC Sec. 2-7.2(b)(4)

.**Development patterns.**
Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS
The proposed amendment **would not** result in a logical and orderly development pattern due to the incompatible land uses and residential density that it would allow. Alternatively, uses and density allowed by LDR would contribute to a pattern of logical and orderly development.

CRITERION f., LDC Sec. 2-7.2(b)(4
Effect on natural environment.
Whether the proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

FINDINGS
The proposed rezoning **would not increase** the probability of any significant adverse impacts on the natural environment. The approximately 12.5 acres of jurisdictional wetlands preliminarily identified within the subject property require protection from most uses. The actual presence and extent of adverse impacts from future development on the parcel would be confirmed through review of the

development for compliance with applicable Land Development Code regulations regardless of the zoning

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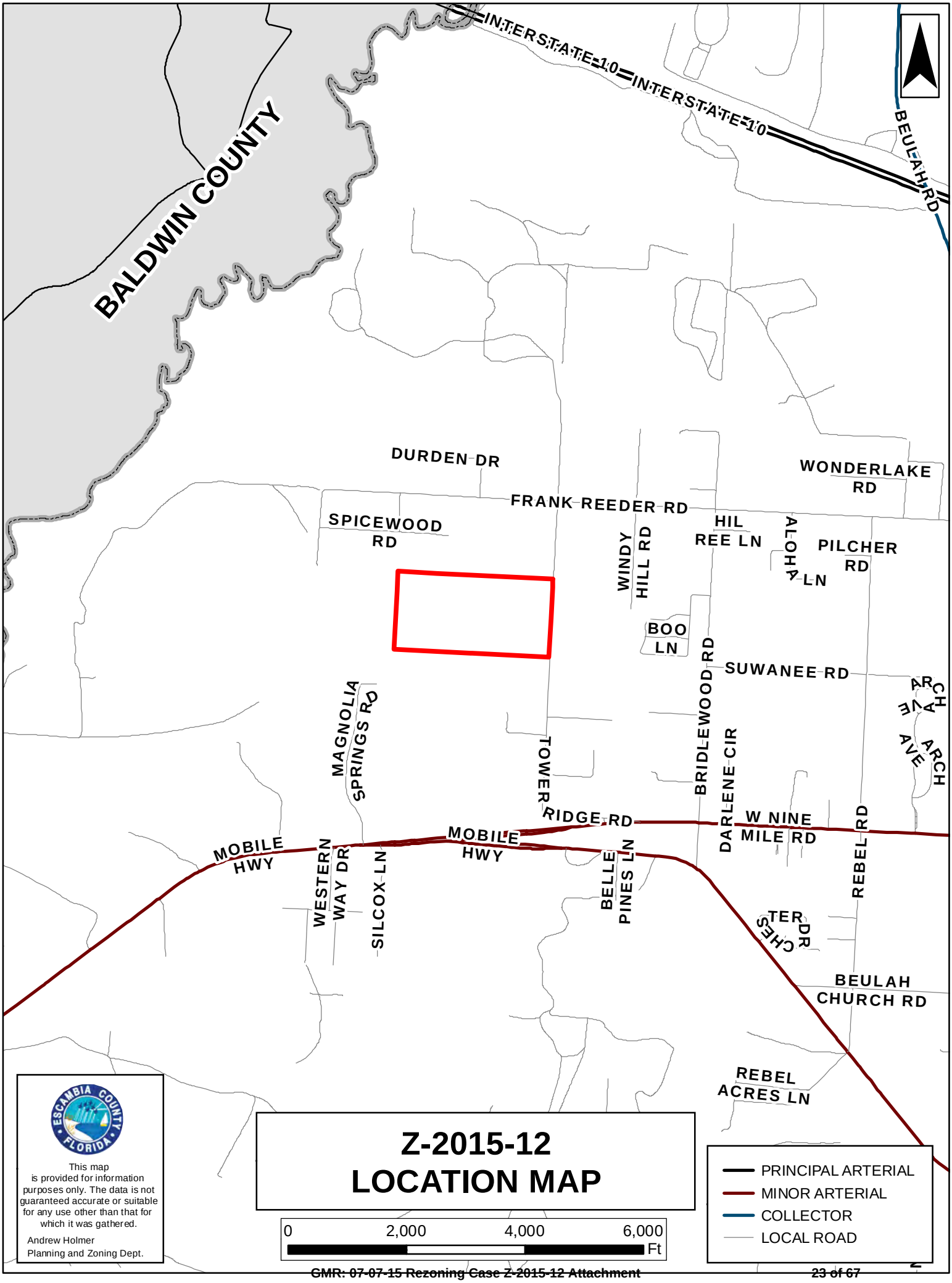
Attachments

Z-2015-12


BALDWIN COUNTY
INTERSTATE 10
INTERSTATE 10
BEULAH RD
DURDEN DR
WONDERLAKE RD
FRANK REEDER RD
SPICEWOOD RD
WINDY HILL RD
HIL REE LN
ALOHA LN
PILCHER RD
BOO LN
SUWANEE RD
BRIDLEWOOD RD
MAGNOLIA SPRINGS RD
TOWER RIDGE RD
DARLENE CIR
ARCH AVE
ARCH AVE
W NINE MILE RD
REBEL RD
MOBILE HWY
MOBILE HWY
WESTERN WAY DR
SILCOX LN
BELLE PINES LN
CHESTER DR
BEULAH CHURCH RD
REBEL ACRES LN
ESCAMBIA COUNTY FLORIDA
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-2015-12
LOCATION MAP
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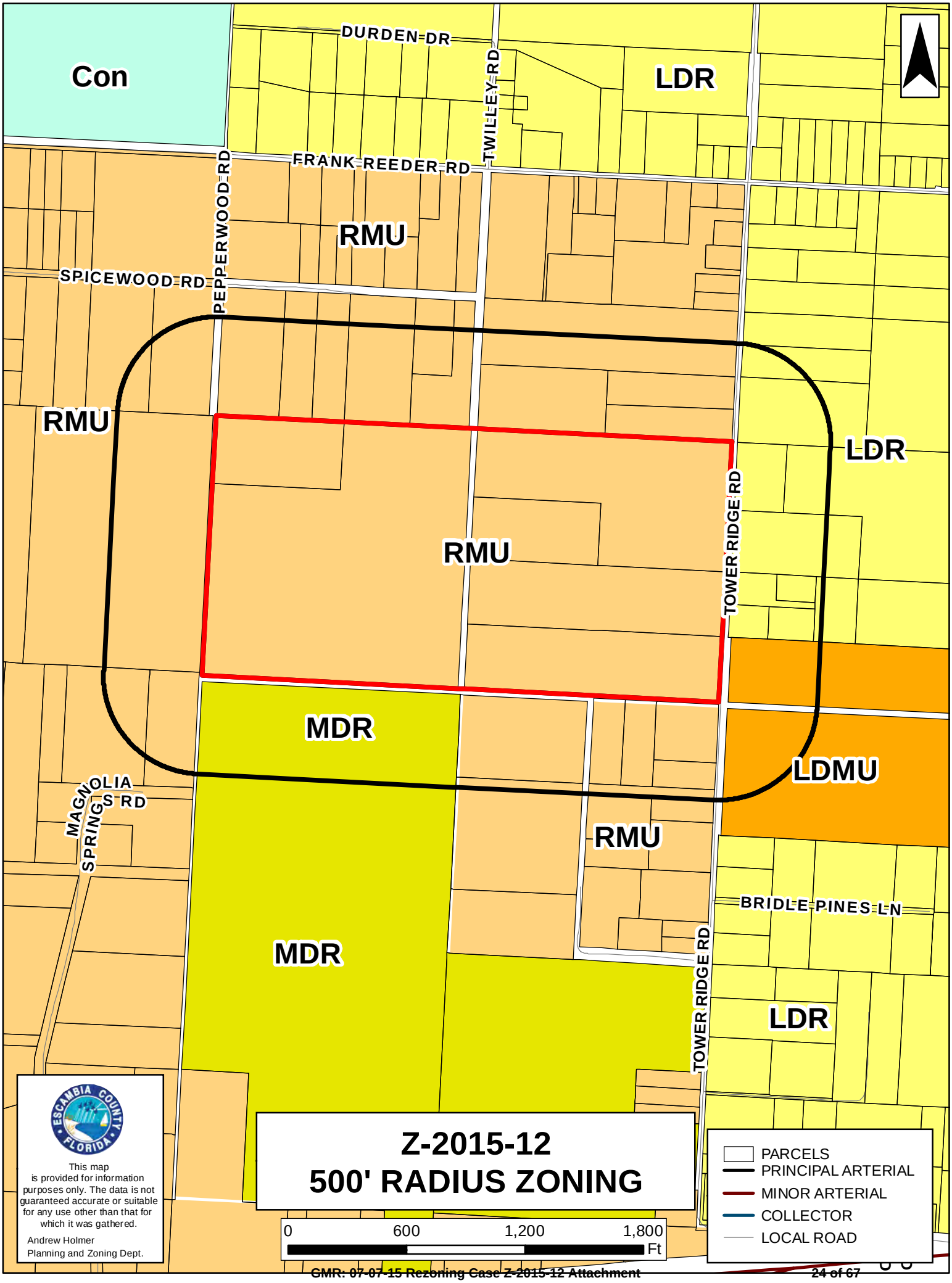
COLLECTOR
LOCAL ROAD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DURDEN DR
LDR
TWILLEY RD
FRANK REEDER RD
PEPPERWOOD RD
RMU
SPICEWOOD RD
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TOWER RIDGE RD
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LDMU
MAGNOLIA SPRINGS RD
RMU
BRIDLE PINES LN
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MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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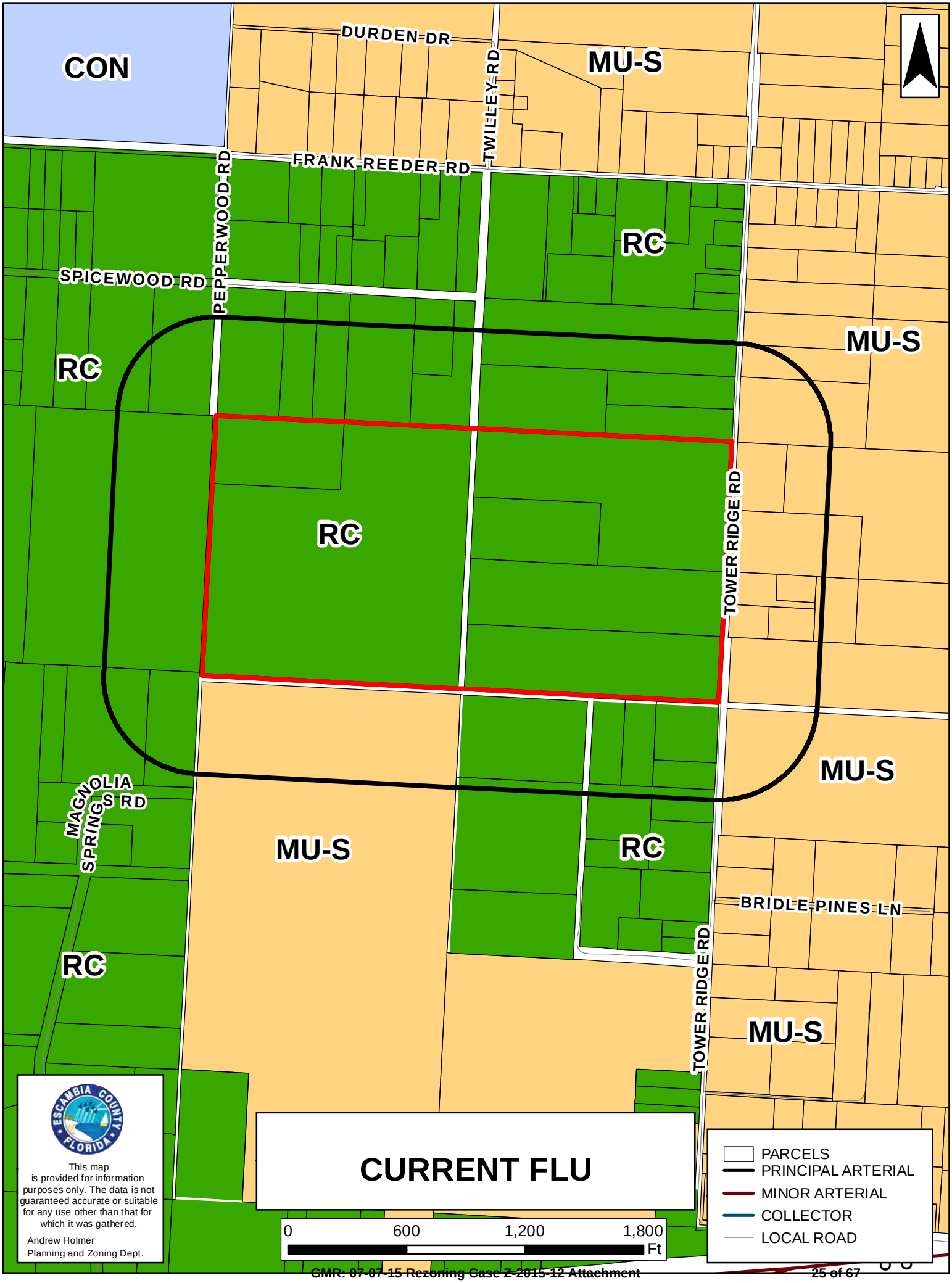
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TOWER RIDGE RD
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MAGNOLIA SPRINGS RD
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BRIDLE PINES LN
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CURRENT FLU
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Planning and Zoning Dept.
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MINOR ARTERIAL
COLLECTOR
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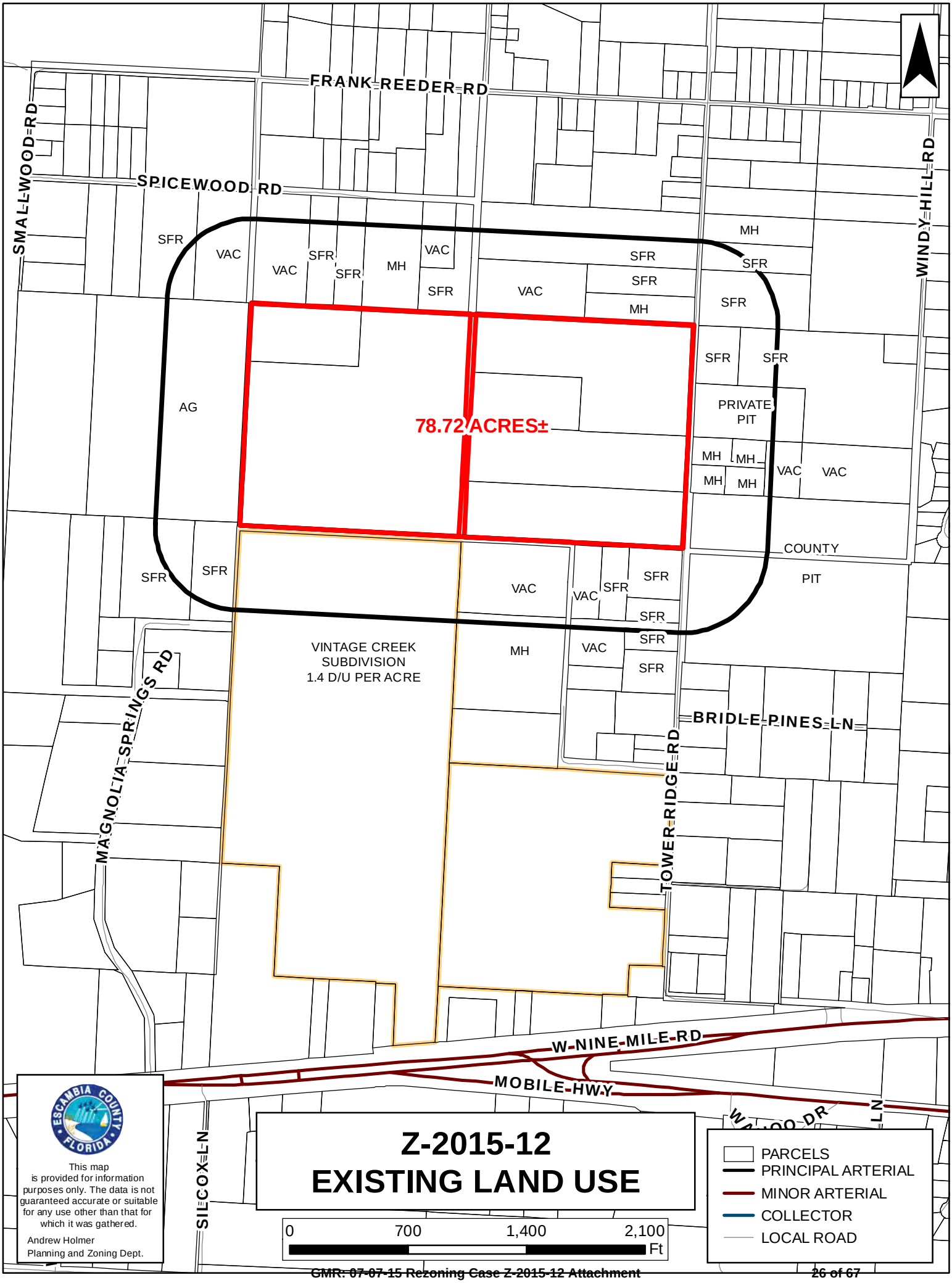
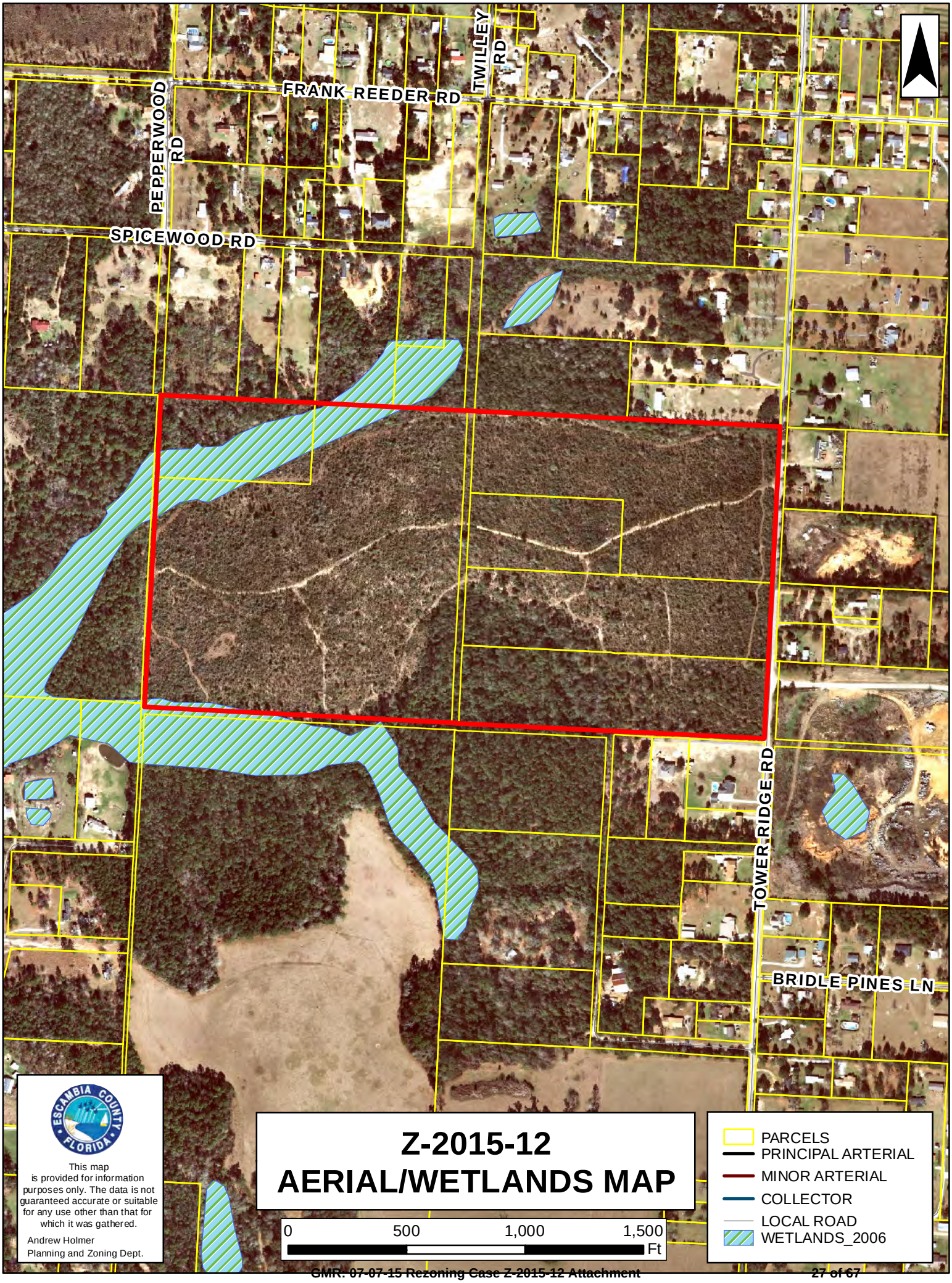


Z-2015-12
EXISTING LAND USE


FRANK REEDER RD
TWILLEY RD
PEPPERWOOD RD
SPICEWOOD RD
TOWER RIDGE RD
BRIDLE PINES LN
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.
Z-2015-12
AERIAL/WETLANDS MAP
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PARCELS
PRINCIPAL ARTERIAL
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COLLECTOR
LOCAL ROAD
WETLANDS_2006

Public Hearing Sign

Northward along Tower Ridge Rd. near SE corner of subject property

Southward along Tower Ridge Rd. near SE corner of subject property

Westward across Tower Ridge Rd. near SE corner of subject property

Public hearing sign, Tower Ridge Rd. near NE corner of subject property

Northward along Tower Ridge Rd. near NE corner of subject property

Southward along Tower Ridge Rd. near NE corner of subject property

Westward across Tower Ridge Rd. near NE corner of subject property

FOUNTAIN
SCHULTZ
& ASSOCIATES
Attorneys at Law

KENNETH R. FOUNTAIN
KERRY ANNE SCHULTZ
SCOTT C. BRIDGFORD

2045 FOUNTAIN PROFESSIONAL CT.
SUITE A
NAVARRE, FLORIDA 32566
TEL: (850) 939-3535
FAX: (850) 939-3539

SANTA ROSA BEACH
TEL: (850) 622-2700
FAX: (850) 622-2722

May 6, 2015

VIA OVERNIGHT DELIVERY
Escambia County Development Services Department
Attn.: Andrew Holmer and Allyson Cain
3363 West Park Place
Pensacola, FL 32505

RE: Re-Zoning Application
Subject Properties:

(1) Murphy J. Jacob and Jan Jacob Graham, Trustees of the Murphy J. Jacob Revocable Trust Agreement dated April 18, 2006
Property Reference Numbers: 011S32-1000-080-003; 011S32-1000-120-004.

(2) The Busbee Limited Partnership
Property Reference Numbers: 011S32-1000-070-003; 011S32-1000-050-003; 011S32-1000-050-004; 011S32-1000-110-003.

Dear Mr. Holmer and Ms. Cain:

Enclosed are the applications for rezoning for both owners. The current zoning category is RMU and the requested zoning is LDMU. Additionally, enclosed is the following information and documentation:

(1) **Owner**: Murphy J. Jacob and Jan Jacob Graham, Trustees of the Murphy J. Jacob Revocable Trust Agreement dated April 18, 2006
Address: (not the subject property): 1005 Potomac Drive, Pensacola, Florida 32505
(2) **Owner:** The Busbee Limited Partnership
Address: (not the subject property): 1 South A Street, Suite 104, Pensacola, Florida 32502
(3) My clients currently have a Contract with Olson Land Partners, LLC to develop the subject properties. My clients desire that the County approve the properties to be zoned as LDMU.
(4) Enclosed are the Notarized Affidavits of Ownership and Authorizations and Limited Power of Attorney
(5) Enclosed are the Concurrency Determination Acknowledgements

(6) Enclosed is a copy of the Warranty Deed and Tax Information for each parcel
(7) Enclosed is a copy of the street map for all parcels
(8) Enclosed is a copy of Boundary Survey for the entire 80 acres.
(9) Enclosed is a check in the amount of $2,117.50

My clients understand that they have the burden of proving by substantial, competent evidence that the proposed rezoning is consistent with the Comprehensive Plan; furthers the goals, objectives and policies of the Comprehensive Plan and is not in conflict with any portion of the County's Land Development Code. My clients can demonstrate that the proposed rezoning complies with the following six criteria set forth in the Land Development Code:

(1) Consistency with the Comprehensive Plan. Whether the proposed amendment is consistent with the Comprehensive Plan.

The future land use of the property (MU-S – 25 units per acre) allows for a mix of residential and commercial use. The proposed zoning request of Low Density Mixed Use (LDMU – 7 units per acre) also allows for a mix of residential and commercial uses and therefore is consistent with the goals of the comprehensive plan. The subject parcel is located in central Escambia County. The proposed development is well within the service areas of the County and Utility infrastructure and will not negatively impact or degrade the level of service. In addition, the applicant understands the development must meet County standards concurrent with the CMS requirements. The proposed rezoning for the subject parcel meets the goals, objectives and policies of the comprehensive plan regarding potable water, wastewater, solid waste, stormwater management, traffic, schools, and aquifer protection. Utility and Service availability letters were previously provided during the FLUM amendment application process in March 2015.

(2) Consistency with this Code. Whether the proposed amendment is in conflict with any portion of the Land Development Code, and is consistent with the stated purpose and intent of the Land Development Code.

The zoning request is consistent with the land development code (LDC). The LDC allows the district to develop a complementary mix of low density residential uses and compatible non-residential uses within mostly suburban areas.

(3) Compatibility with surrounding uses. Whether and the extent to which the proposed amendment is compatible with existing and proposed used in the area of the subject property(s).

The requested zoning is Low Density Mixed Use (LDMU)- 7 units per acre which allows low density residential uses and compatible non-residential uses. The proposed zoning is compatible with the surrounding uses. On three sides of the subject property similar zoning exist. Properties bordering to the east are currently zoned Low Density Mixed Use (LDMU) and Low Density Residential (LDR). Properties to the north are zoned LDR. The 117 acre property directly to the south recently received a development order for a single family residential subdivision. It is zoned MDR – Medium Density Residential which allows 10 units per acre. MDR allows a mixture of residential uses such as single family and townhomes. The property directly to the west is zoned Rural Mixed Use (RMU). In addition, significant non-residential uses exist approximately 2500' to the south along Nine Mile Road.

(4) Changed conditions. Whether and the extent of which there are any changed conditions that impact the amendment or property(s).

A recent FLUM amendment change occurred on the 117 acre property directly to the south. This property recently (2015) received a development order for a single family residential subdivision. It is zoned MDR – Medium Density Residential which allows 10 units per acre. MDR allows a mixture of residential uses such as single family and townhomes.

(5) Effect on natural environment. Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

Impacts to the natural environment shall be minimal. The subject property size totals roughly 80 acres. No known wellheads are located near the property. Conversations with officials from both Escambia County and ECUA confirmed that no wellheads are in the project vicinity. According to officials, the closest known wellhead is over five (5) miles east of the property.

The majority of the site is heavily wooded and is currently used as grazing lands, croplands, and timberlands. The southern and northwestern portions of the site include significantly sized wetland areas. These wetland areas have been identified and delineated totaling approximately 12.61 acres. Protection of these areas will be ensured in the design and permitting of the proposed development. A preliminary investigation of the site shows no current signs of threatened or endangered species present on the property. The existing land cover on the western and northwestern portions of the property consists of wetland vegetation,

magnolias, pines and brush. Any protected trees or vegetation shall be identified prior to development.

The State of Florida Division of Historical Resources was contacted regarding the subject property. A preliminary historic and archeological investigation revealed no significant buildings, bridges, sensitive areas or other items of historical significance on or near the property. The discovery of such items is highly unlikely in the region.

In addition the natural environment will be further protected by Stormwater management facilities. These facilities shall be designed, permitted and approved by all necessary regulatory agencies prior to development of the subject property. These agencies include (at a minimum) Escambia County, the Florida Department of Environmental Protection and the Northwest Florida Water Management District. The property owner shall obtain all necessary State and County permits for development prior to performing any proposed improvements to the site.

(6) Development patterns. Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

The proposed zoning request is consistent with development patterns in the area. Development has occurred westerly along Nine Mile Road with a mixture of residential and non-residential uses. The proposed zoning request would also allow a compatible mixture of residential and non-residential uses in the area.

Should you have any questions or need additional information, please do not hesitate to contact us. Thank you for your consideration.

Sincerely,
Fountain, Schultz & Associates, P.L.

Kerry Anne Schultz

KAS: lds
Enclosures as stated

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: RMU to: LDMU

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: The Busbee Limited Partnership Phone: 850-939-3535

Address: 1 South A Street, Suite 104, Pensacola, Florida 32502 Email: _____

☐ 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: 9600 BLK Tower Ridge Road, Pensacola, Florida

Property Reference Number(s)/Legal Description: 011S32-1000-070-003; 011S32-1000-050-003; 011S32-1000-050-004; 011S32-1000-110-003

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.

Jan B Busbee	JAN B Busbee	2/20/15
Signature of Owner/Agent	Printed Name Owner/Agent	Date
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 20th day of February 20 15

by Jan B. Busbee

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

Sharon D. Yates — Signature of Notary (notary seal must be affixed)

Sharon D. Yates — Printed Name of Notary

SHARON D. YATES
MY COMMISSION # FF 030953
EXPIRES: July 10, 2017
Bonded Thru Notary Public Underwriters

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

10/2012

FOR OFFICE USE:

CASE #: _____

Development Services Department

Escambia County, Florida

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 011S32-1000-070-003; 011S32-1000-050-003; 011S32-1000-050-004; 0011S32-1000-110-003;

Property Address: 9600 BLK Tower Ridge 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:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. 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.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. 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.

e. 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.

f. 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 20th DAY OF FEBRUARY, YEAR OF 2015

Jan B. Bushee	JAN B. Bushee	2/20/15
Signature of Property Owner	Printed Name of Property Owner	Date
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

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 9600 BLK Tower Ridge Road, Pensacola, Florida, Florida, property reference #'s: 011S32-1000-070-003, 011S32-1000-050-003, 011S32-1000-050-004, 011S32-1000-110-003

I hereby designate Kerry Anne Schultz of Fountain, Schultz & Associates, P.L. 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 20TH day of FEBRUARY the year of, 2015, 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: Kerry Anne Schultz, Esquire Email: kaschultz@fountainlaw.com

Address: 2045 Fountain Professional Court, Suite A, Navarre, FL 32566 Phone: (850) 939.3535

Jan B Busbee	JAN B BUSBEE	2/20/15
Signature of Property Owner	Printed Name of Property Owner	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 20th day of February 2015,

by Jan B. Busbee

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

Sharon D. Yates	Sharon D. Yates	(Notary Seal)
Signature of Notary	Printed Name of Notary	

SHARON D. YATES
MY COMMISSION # FF 030953
EXPIRES: July 10, 2017
Bonded Thru Notary Public Underwriters

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

10/2012

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	011S321000070003
Account:	102383000
Owners:	BUSBEE LIMITED PARTNERSHIP
Mail:	PO BOX 158 GULF BREEZE, FL 32561
Situs:	9600 BLK TOWER RIDGE RD 32526
Use Code:	TIMBER 2
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements:	$0
Land:	$765
Total:	$765
Non-Homestead Cap:	$765

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/2001	4726	89	$211,300	WD	View Instr
01/1973	698	801	$10,000	WD	View Instr
01/1973	698	650	$35,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions

None

Legal Description

LTS 7 & 10 BLK 3 S/D PLAT DB 1 02 P 600 OR 4726 P 89

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id:
01-1S-32

Approx. Acreage:
9.7900

Zoned:
AG

Evacuation & Flood Information
Open Report

View Florida Department of Environmental Protection(DEP) Data

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations

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Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference: 011S321000050003
Account: 102382000
Owners: BUSBEE LIMITED PARTNERSHIP
Mail: PO BOX 158
GULF BREEZE, FL 32561
Situs: OFF 9600 BLK TOWER RIDGE RD 32526
Use Code: CROPLAND CLASS I
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements:	$0
Land:	$1,617
Total:	$1,617
Non-Homestead Cap:	$1,617

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/2001	4726	96	$290,300	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions
None

Legal Description
LTS 5 6 12 BLK 3 S/D PLAT DB 1 02 P 600 OR 4726 P 96

Extra Features
None

Parcel Information

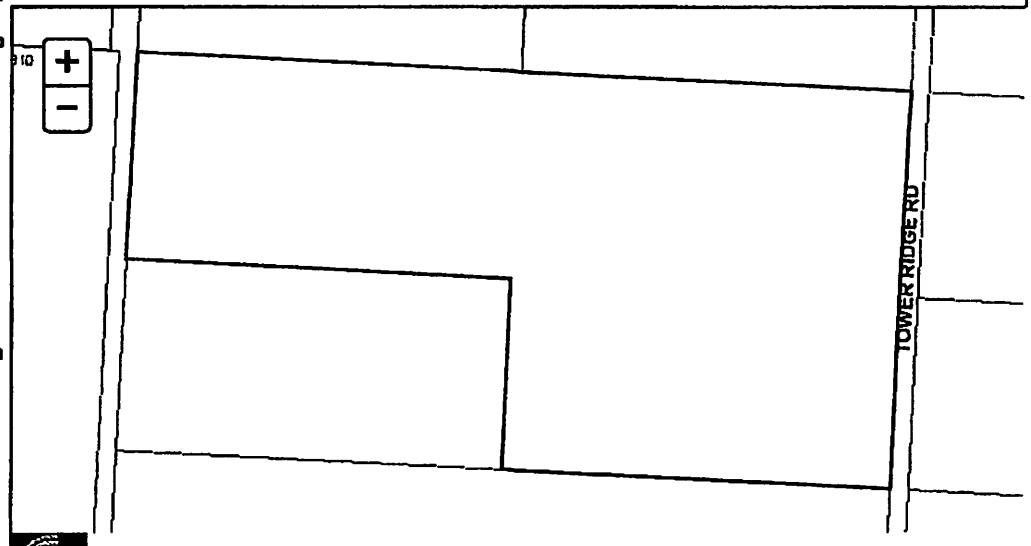
Launch Interactive Map

Section Map Id:
01-1S-32

Approx. Acreage:
14.8700

Zoned:
AG

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations

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Navigate Mode Account Reference

Printer Friendly Version

General Information

Reference: 011S321000050004
Account: 102391000
Owners: BUSBEE LIMITED PARTNERSHIP
Mail: PO BOX 158
GULF BREEZE, FL 32561
Situs: SOUTH OF SPICEWOOD RD 32526
Use Code: CROPLAND CLASS I
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements:	$0
Land:	$3,132
Total:	$3,132
Non-Homestead Cap:	$3,132

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/2001	4726	93	$609,500	WD	View Instr
01/1972	665	513	$2,000	WD	View Instr
01/1972	598	268	$1,800	WD	View Instr
01/1971	566	536	$1,030	TD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions
None

Legal Description
LTS 5 THUR 11 BLK 4 S/D PLAT D B 102 P 600 OR 4726 P 93

Extra Features
None

Parcel Information

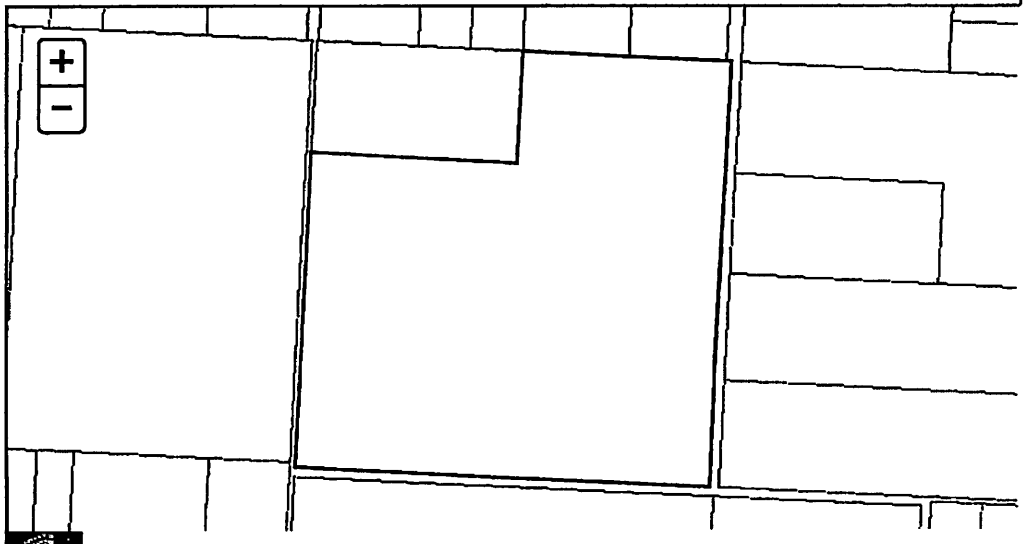
Launch Interactive Map

Section Map Id:
01-1S-32

Approx. Acreage:
34.1500

Zoned:
AG

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	011S321000110003
Account:	102385000
Owners:	BUSBEE LIMITED PARTNERSHIP
Mail:	PO BOX 158 GULF BREEZE, FL 32561
Situs:	OFF TOWER RIDGE RD 32526
Use Code:	GRAZING LAND II
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements:	$0
Land:	$474
Total:	$474
Non-Homestead Cap:	$474

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/2001	4726	86	$62,000	WD	View Instr
04/1991	2988	577	$15,000	WD	View Instr
01/1968	415	32	$2,410	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions
None

Legal Description
LT 11 BLK 3 S/D PLAT DB 102 P 600 OR 4726 P 86

Extra Features
None

Parcel Information

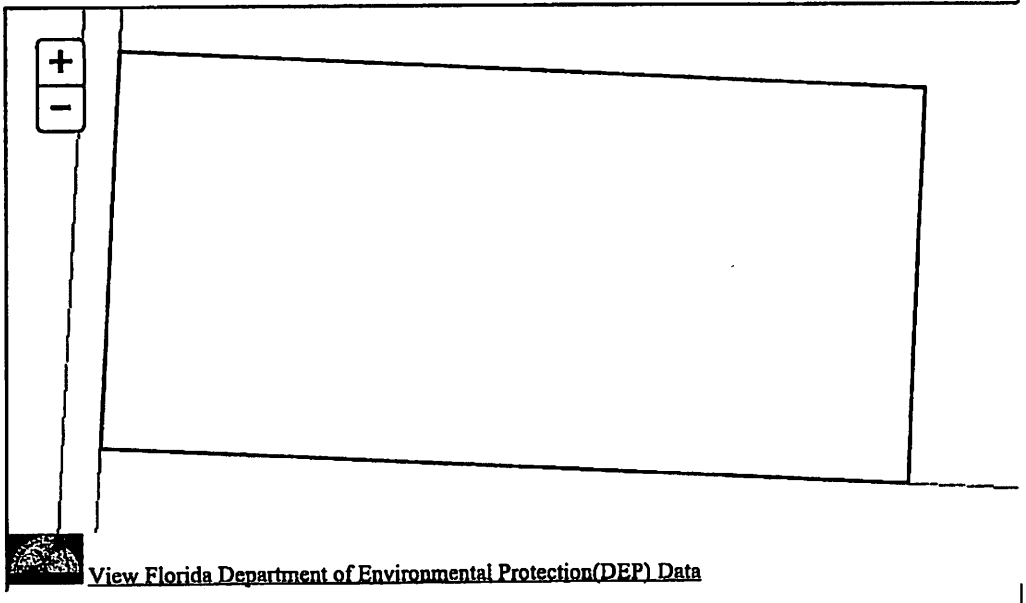
Launch Interactive Map

Section Map Id:
01-1S-32

Approx. Acreage:
4.6700

Zoned:
AG

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

PREPARED BY:
CHARLES L. HOFFMAN, JR. OF
SHELL, FLEMING, DAVIS & MENGE, P.A.
226 SOUTH PALAFOX PLACE
SEVILLE TOWER - NINTH FLOOR
PENSACOLA, FLORIDA 32501
SFD&M FILE NO.: H3080-00002

OR BK 4726 PG0089
Escambia County, Florida
INSTRUMENT 2001-854980

DEED DOC STAMPS PD @ ESC CO $1479.10
06/20/01 ERNIE LEE MAGAHA, CLERK
By:

STATE OF FLORIDA

COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **W. Clyde Busbee and Ida Jeanette Busbee, husband and wife,** whose address is P.O. Box 158, Gulf Breeze, Florida 32561, hereafter called Grantor, for and in consideration of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant to **The Busbee Limited Partnership,** whose address is 136 Siguenza Drive, Pensacola Beach, Florida 32561, hereafter called Grantee, (but which words Grantor and Grantee herein shall be construed in the plural as well as the singular if the context so permits or requires), and the heirs, executors, administrators, successors and assigns of Grantee, forever, the real property in Escambia County, Florida, described as:

See attached Exhibit "A" for legal descriptions.

The above referenced property is not and never has been the Grantor's homestead property.

Subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title, or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas, or other minerals.

And Grantor does hereby fully warrant title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to any exceptions set forth herein.

IN WITNESS WHEREOF, this instrument has been executed by Grantor under the hand and seal of Grantor this 18th day of June, 2001.

Signed, sealed and delivered in the presence of:

Charles L. Hoffman Jr.

Monica Scone

Monica Scone

W. Clyde Busbee

Ida Jeanette Busbee

OR BK 4726 PG0090
Escambia County, Florida
INSTRUMENT 2001-854980

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of June, 2001, by W. Clyde Busbee and Ida Jeanette Busbee, (✓) who are personally known to me or ( ) who have produced _____ as identification.

NOTARY PUBLIC - STATE OF FLORIDA
Name:
My Commission Expires: 2/28/05

CHARLES L. HOFFMAN, JR.
Notary Public-State of FL
Comm. Exp: Feb. 28, 2005
Comm. No: CC 988821

EXHIBIT "A"

Parcel 1:
All of Lots 7 and 10, Block 3, of Section 1, Township 1 South, Range 32 West, according to subdivision of said Section 1 as recorded in Deed Book 102 at Page 600 of the public records of Escambia County, Florida, less and except one-half of all mineral and oil rights reserved by Margurite Joyce Busbee in her deed to James W. Rutland, Jr. and John B. Noble, Jr.

The west one-half of the southwest one-quarter of the northwest one-quarter of Section 6, Township 1 South, Range 31 West, less and except the east one-quarter of the west 330 feet of the south 330 feet as described in Deed Book 680 at page 772 of the public records of Escambia County, Florida.

Less and except that property deeded to the Board of Commissioners of Escambia County, Florida as recorded in O.R. Book 2991, Page 529, public records of Escambia County, Florida.
Parcel ID#06-1S-31-2301-000-000

Parcel 2:
Begin at a point in the Southwest Quarter of the Southeast Quarter of Section 39, Township 1 South, Range 31 West, Escambia County, Florida, 165 feet West of the East line of said Southwest Quarter of Southeast Quarter and 427.3 feet South of the North line of said Southwest Quarter of Southeast Quarter for point of beginning of this description from such point run South a distance of 100 feet; thence due East to the Western right-of-way line of State Road No. 1; thence Northwesterly along the West line of said State Road No. 1 a distance of 112 feet, more or less, to a point, thence run due West to the point of beginning. Said parcel containing 1 acre, more or less, and lying and being in Section 39, Township 1 South, Range 31 West, Escambia County, Florida, less right-of-way described in Deed Book 497 at Page 457 of the public records of Escambia County, Florida.
Parcel ID#39-1S-31-4401-000-000

Parcel 3:
That portion of the West 1/2 of Government Lot 3, Section 42, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commencing at a railroad spike at the Southeast corner of said West 1/2; thence North 1 degree 37'10" East along the East line of said West 1/2 a distance of 417.39 feet to a concrete monument at the Southeast corner of Weyland Park Subdivision, according to Plat filed in Plat Book 7, at Page 66 of the records of said County; thence North 88 degrees 27'30" West along the South line of said subdivision 245.0 feet to an iron rod for the point of beginning; thence South 1 degree 37'30" West 367.97 feet to an iron rod in the North right of way line of Michigan Avenue (100 foot right of way); thence North 88 degrees 34'30" West along the North line of said right of way 384.42 feet to an iron rod in the East right of way line of Memphis Street (66 foot right of way); thence North 1 degree 37'30" East along said line

367.32 feet to an iron rod in the South line of said Weyland Park Subdivision; thence South 88 degrees 27'30" East along said subdivision 384.42 feet to the point of beginning.
Parcel ID#42-1S-30-3001-000-001

Parcel 4:
All of Lots 7 & 10, Block 3, according to that certain subdivision of Section 1, Township 1 South, Range 32 West, as recorded in Plat Deed Book 102, Page 600 of the public records of Escambia County, Florida.
Parcel ID#01-1S-32-1000-070-003

RCD Jun 20, 2001 10:33 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-854980

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: RMU to: LDMU

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Murphy J. Jacob Trust Phone: 850-939-3535

Address: 1005 Potomac Drive, Pensacola, Florida 32505 Email: _____

☐ 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: 9600 BLK Tower Ridge Road, Pensacola, Florida

Property Reference Number(s)/Legal Description: 011S32-1000-080-003; 011S32-1000-120-004
See Exhibit "A"

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 of Owner/Agent	Jan Jacob Reed Printed Name Owner/Agent	2-23-15 Date
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 23rd day of February 20 15

by Jan Jacob Reed

Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: FL Drivers License

Signature of Notary (notary seal must be affixed) Alicia Gerrety Printed Name of Notary

ALICIA GERRETY
Notary Public - State of Florida
My Comm. Expires Apr 16, 2018
Commission # FF 113836

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

10/2012

Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: _____

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 011S32-1000-080-003; 011S32-1000-120-004

Property Address: 9600 BLK Tower Ridge 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:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. 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.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. 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.

e. 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.

f. 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 23 DAY OF February, YEAR OF 2015

Signature of Property Owner	Jan Jacob Reed Printed Name of Property Owner	02-23-15 Date
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

Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: _____

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 011S32-1000-080-003; 011S32-1000-120-004

Property Address: 9600 BLK Tower Ridge Road, Pensacola, Florida

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a. The necessary facilities or services are in place at the time a development permit is issued.

b. 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.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. 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.

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f. 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 23RD DAY OF Feb, YEAR OF 2015

Signature of Property Owner	Printed Name of Property Owner	Date 2-23-15
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

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 9600 BLK Tower Ridge Road, Pensacola, Florida, Florida, property reference #'s: 011S32-1000-080-003; 011S32-1000-120-004

I hereby designate Kerry Anne Schultz of Fountain, Schultz & Associates, P.L. 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 23rd day of February the year of, 2015, 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: Kerry Anne Schultz, Esquire Email: kaschultz@fountainlaw.com

Address: 2045 Fountain Professional Court, Suite A, Navarre, FL 32566 Phone: (850) 939.3535

Jan Jacob Reed	Jan Jacob Reed	2-23-15
Signature of Property Owner	Printed Name of Property Owner	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 23rd day of February 20 15 by Jan Jacob Reed

Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: FL Drivers License

Signature of Notary — Printed Name of Notary: Alicia Gerrety (Notary Seal)

ALICIA GERRETY
Notary Public - State of Florida
My Comm. Expires Apr 16, 2018
Commission # FF 113836

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

10/2012

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	011S321000080003
Account:	102384000
Owners:	JACOB MURPHY J & GRAHAM JAN JACOB TRUSTEES FOR JACOB MURPHY J TRUST
Mail:	1005 POTOMAC DR PENSACOLA, FL 32505
Situs:	9600 BLK TOWER RIDGE RD 32526
Use Code:	TIMBERLAND, MISC. - PINES
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements:	$0
Land:	$781
Total:	$781
Non-Homestead Cap:	$781

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2006	5964	1358	$100	WD	View Instr
06/2006	5932	308	$100	CJ	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions

None

Legal Description

LTS 8 9 BLK 3 S/D PLAT DB 102 P 600 OR 5932 P 308 OR 5964 P 1358

Extra Features

None

Parcel Information

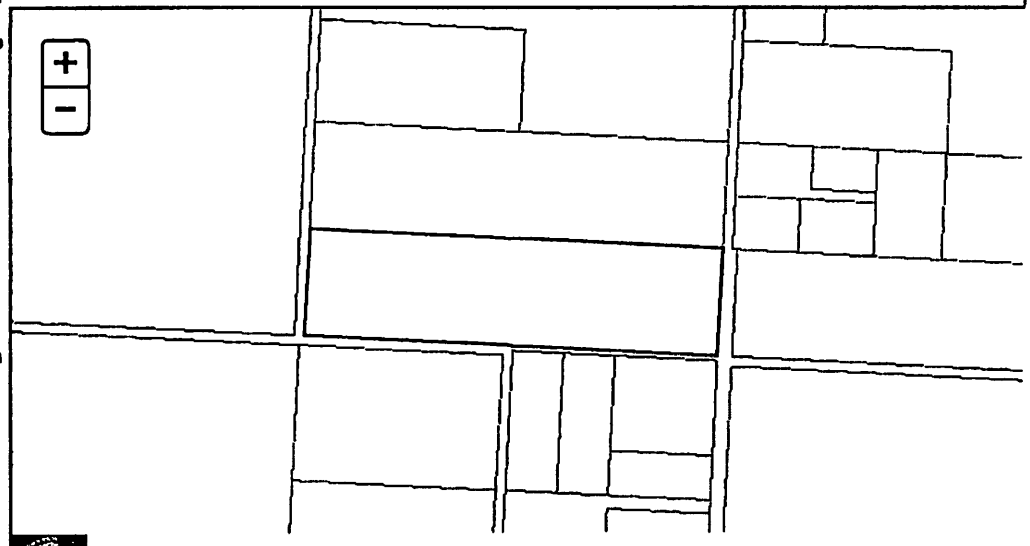
Launch Interactive Map

Section Map Id:
01-1S-32

Approx. Acreage:
9.8000

Zoned:
AG

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations

Back

Navigate Mode Account Reference

Printer Friendly Version

General Information

Reference:	011S321000120004
Account:	102398000
Owners:	JACOB MURPHY J & GRAHAM JAN JACOB TRUSTEES FOR JACOB MURPHY J TRUST
Mail:	1005 POTOMAC DR PENSACOLA, FL 32505
Situs:	SOUTH OF SPICEWOOD RD 32526
Use Code:	TIMBERLAND, MISC. - PINES
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements:	$0
Land:	$345
Total:	$345
Non-Homestead Cap:	$345

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2006	5964	1358	$100	WD	View Instr
06/2006	5932	308	$100	CJ	View Instr

Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions

None

Legal Description

LT 12 BLK 4 S/D PLAT DB 102 P 600 OR 5932 P 308 OR 5964 P 13 58

Extra Features

None

Parcel Information

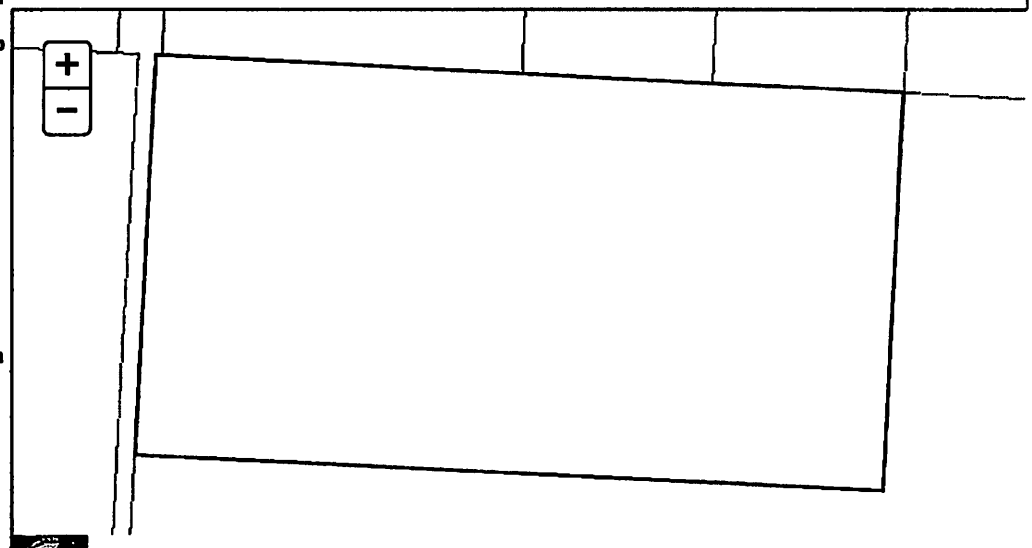
Launch Interactive Map

Section Map Id:
01-1S-32

Approx. Acreage:
5.1300

Zoned:
AG

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 08/04/2006 at 01:32 PM OR Book 5964 Page 1358, Instrument #2006078965, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

Return to: Murphy Jacob
1005 Potomac Drive
Pensacola, FL 32505

Prepared by: Kathleen K. DeMaria
Smith, Sauer & DeMaria
P.O. Box 12446
Pensacola, FL 32591-2446

This deed is being prepared without the examination of title, with legal description being provided to preparer by grantor.

W A R R A N T Y D E E D

THIS INDENTURE, Made this 3rd day of August, 2006, between Murphy Jacob, a widower having not remarried, of the County of Escambia, State of Florida, hereinafter referred to as "grantor" and Murphy J. Jacob and Jan Jacob Graham as Trustees of the Murphy J. Jacob Revocable Trust Agreement dated April 18, 2006, by and between Murphy J. Jacob as Grantor and Murphy J. Jacob and Jan Jacob Graham as Trustees, whose post office address is 1005 Potomac Drive, Pensacola, Florida 32505, hereinafter called "grantee".

WITNESSETH, That said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, Murphy J. Jacob and Jan Jacob Graham as Trustees of the Murphy J. Jacob Revocable Trust Agreement dated April 18, 2006, by and between Murphy J. Jacob as Grantor and Murphy J. Jacob and Jan Jacob Graham as Trustees, all of his interest in the following described land, situate, lying and being in Escambia County, Florida, to wit:

Lots 8 and 9, Block 3, and Lot 12, Block 4, Section 1, Township 1 South, Range 32 West, according to subdivision plat recorded in Deed Book 102, Page 600 of the public Records of Escambia County, Florida.

THIS IS NOT THE HOMESTEAD OF THE GRANTOR.

Subject to taxes for the current year, zoning ordinances and restrictions, limitations and easements of record.

The above described property bearing Property Appraiser Parcel Identification No. 01-1S-32-1000-120-004 .

And said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. Grantor of the trust has conferred on the trustee the power and authority to protect, conserve, sell, lease, encumber, or otherwise manage and dispose of the real property described in this instrument.

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Kathleen K DeMaria
Kathleen K DeMaria
Printed Name of Witness

Murphy Jacob
Murphy Jacob

Jennifer L Weldon
Jennifer L Weldon
Printed Name of Witness

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of August, 2006, by Murphy Jacob,

(X) to me personally known
( ) identified by driver's license
( ) identified by _____

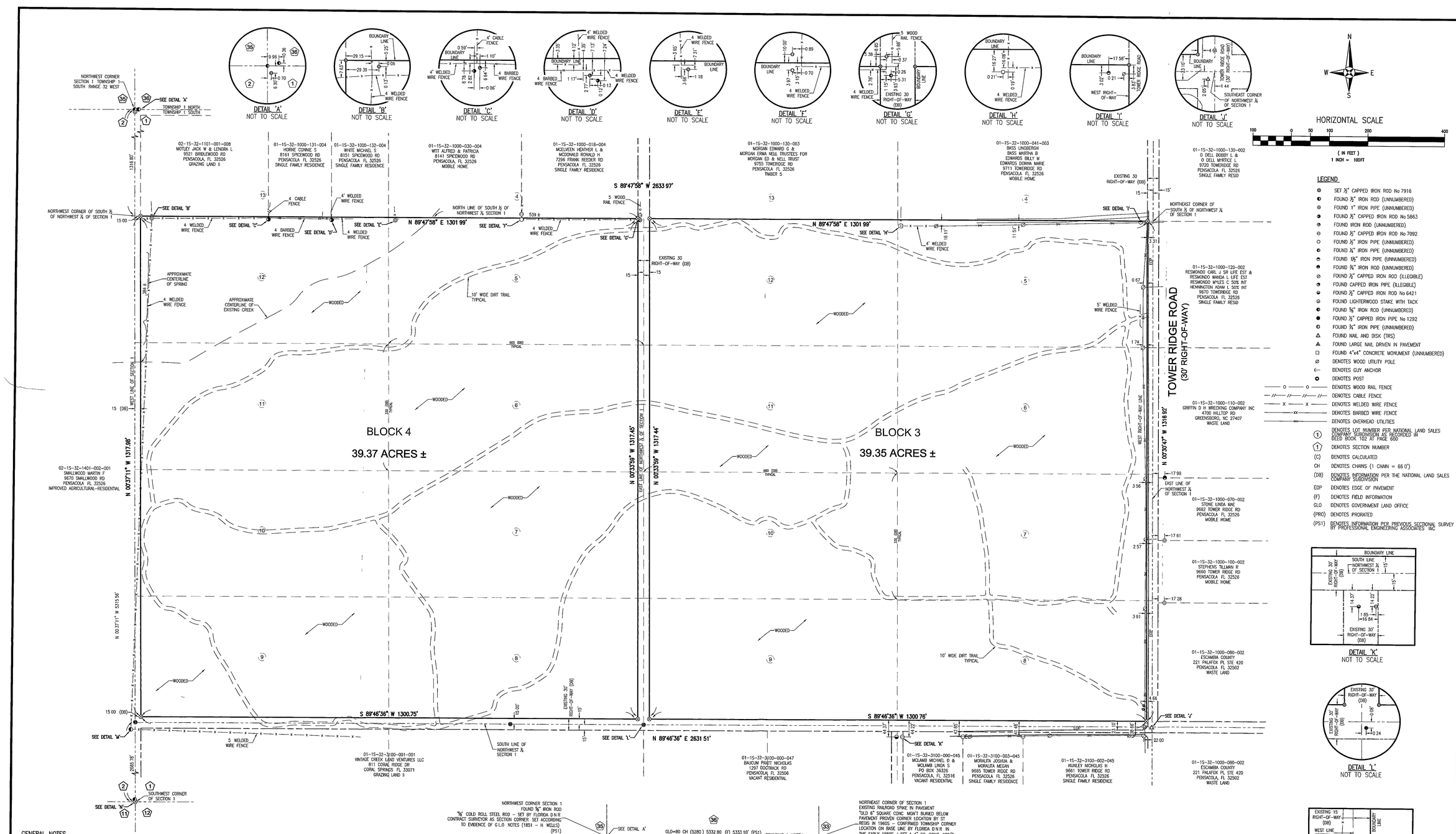
Kathleen K DeMaria
Notary Public

Kathleen K. DeMaria
Printed Name

My Commission Expires:

(NOTARY SEAL)

KATHLEEN K. DEMARIA
MY COMMISSION EXPIRES
July 22, 2009
#DD 409573
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA



GENERAL NOTES

1 NORTH AND THE SURVEY DATA SHOWN HEREON IS REFERENCED TO THE ASSUMED BEARING OF NORTH 00 37'11" WEST ALONG THE WEST LINE OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, A COPY OF A PREVIOUS SURVEY OF ADJACENT PROPERTY TO THE SOUTH PERFORMED BY PROFESSIONAL ENGINEERING ASSOCIATES INCORPORATED (JOB NUMBER 6418, DATED 4/17/87 & 9/10/87), COPY OF THE NATIONAL LAND SALES COMPANY'S SUBDIVISION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST AND THE SOUTH 160 ACRES OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN DEED BOOK 102, AT PAGE 600 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, COPY OF SUBDIVISION OF 80 ACRES BY W J OWEN AND C W MILLER AS RECORDED IN DEED BOOK 85, AT PAGE 220 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, COPY OF A PREVIOUS BOUNDARY SURVEY BY PROFESSIONAL ENGINEERING ASSOCIATES INCORPORATED (JOB NUMBER 6418-A, DATED 12/2/89) OF THREE ABUTTING UNPLATTED PARCELS ALONG TOWER RIDGE ROAD TO THE SOUTH OF THE SUBJECT PROPERTY, COPY OF THE GOVERNMENT LAND OFFICE (GLO) MAP OF TOWNSHIP 1 SOUTH, RANGE 32 WEST SURVEYED IN APRIL & MAY 1851 BY H WELLES, DEPUTY SURVEYOR, COPIES OF THE GLO FIELD NOTES FOR SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, COPY OF ST REGIS FIELD NOTES FOR THE N E CORNER OF SECTION 1 (FIELD BOOK T-17, PAGE 21), COPY OF ESCAMBIA COUNTY ENGINEERING SURVEY FIELD NOTES FOR TOWER RIDGE ROAD (DATED 3/10/75), COPY OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SURVEY SECTIONAL FIELD NOTES (DATED 11/1/79), DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION

2 MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET

3 NO TITLE SEARCH WAS PERFORMED BY NOR 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

4 DIRT TRAIL ROADS AS SHOWN HEREON ARE DEPICTED BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION AERIAL ORTHOIMAGERY MAPS AND ACTUAL FIELD LOCATIONS OF PORTIONS OF SAID TRAIL ROADS

5 VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON

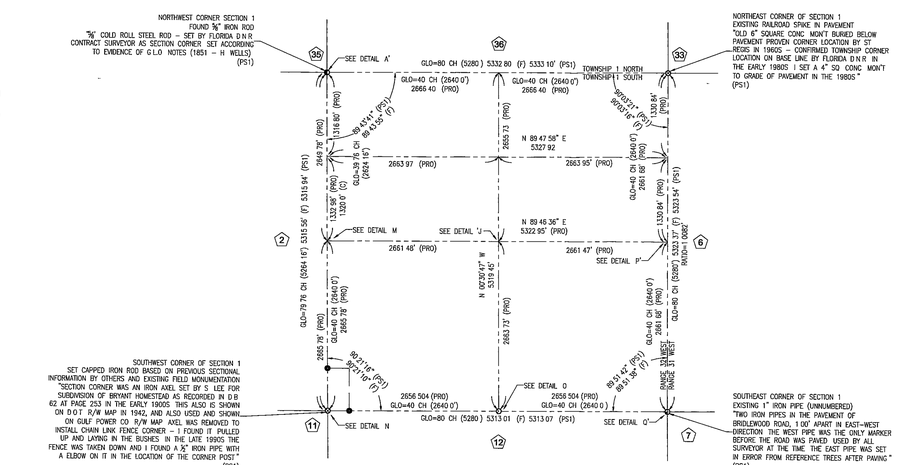
6 VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON THERE ARE FARM FENCES AND OR FENCE LINES (WOODEN FENCE POSTS – NO WIRE) UPON AND ADJACENT TO THE SUBJECT PROPERTY SAID FENCES WERE LOCATED ADJACENT TO THE NEAREST BOUNDARY CORNERS ONLY AND THERE MAY BE AREAS OF FENCES/FENCE LINES IN WOODED AREAS THAT HAVE NOT BEEN VERIFIED OR LOCATED AT THIS DATE

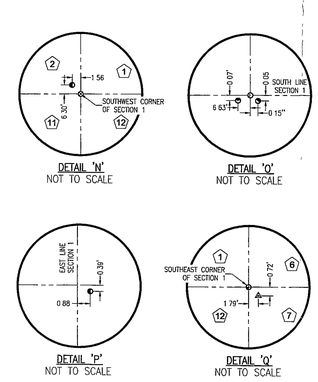
7 THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS

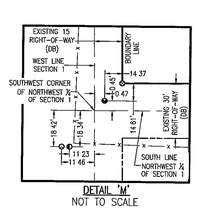
8 GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS

9 THERE MAY BE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND OR U S ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS UPON THE SUBJECT PROPERTY JURISDICTIONAL AREAS AND OR WETLANDS DELINEATION FLAGS AS PLACED BY OTHERS WERE NOT LOCATED OR DELINEATED UPON THIS SURVEY AS OF THIS DATE

10 THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP







DESCRIPTION (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

LOTS 5, 6, 7, 8, 9, 10,11 AND 12, BLOCK 3, AND LOTS 5, 6, 7, 8, 9, 10, 11 AND 12, BLOCK 4, THE NATIONAL LAND SALES COMPANY'S SUBDIVISION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST AND THE SOUTH 160 ACRES OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 32 WEST, AS RECORDED IN DEED BOOK 102, AT PAGE 600 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 050, 5J-17 051 AND 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

March 4, 2015
DATE

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503-2698
Telephone 850.438.0600 Fax 850.438.0448
EB 0000807 LB 7916

BUSBEE SURVEY

A PORTION OF
TOWNSHIP 1 SOUTH
RANGE 32 WEST
STATE FLORIDA

SECTION 1
COUNTY ESCAMBIA

NO	DATE	APPR	REVISION/ACTION TAKEN

PROJECT NO 2015 006
DRAWN BY CBD
CHK'D BY MAN
SCALE 1"= 100'
F.B 15-02
PG 29-29, 39-42
DATE 2-18-2015

BOUNDARY SURVEY

PREPARED FOR OLSON LAND PARTNERS
REQUESTED BY MR. RICK OLSON

1 of 1

This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **635547**

Date Issued. : 05/12/2015
Cashier ID : KLHARPER

Application No. : PRZ150500010

Project Name : Z-2015-12

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check			
	2746	$2,117.50	App ID : PRZ150500010
		$2,117.50	Total Check

Received From : OLSON LAND PARTNERS, LLC
Total Receipt Amount : **$2,117.50**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ150500010	726497	2,117.50	$0.00	0 OFF 9600 BLK TOWER RIDGE RD, PENSACOLA, 32526

Total Amount :	**2,117.50**	$0.00	Balance Due on this/these Application(s) as of 5/12/2015

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **635690**

Date Issued. : 05/13/2015
Cashier ID : TMCOOEY

Application No. : PRZ150500010

Project Name : Z-2015-12

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check			
	2765	$338.80	App ID : PRZ150500010
		$338.80	Total Check

Received From : OLSON LAND PARTNERS, LLC
Total Receipt Amount : **$338.80**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ150500010	726497	2,117.50	$0.00	9600 TOWER RIDGE RD, BLK, PENSACOLA, 32526
PRZ150500010	726507	338.80	$0.00	9600 TOWER RIDGE RD, BLK, PENSACOLA, 32526

Total Amount :	**2,456.30**	$0.00	Balance Due on this/these Application(s) as of 5/18/2015

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: 6/2/15

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-12 OR

Regular Planning Board Meeting

Agenda Item Number/Description: Z-2015-12

X In Favor ____ Against

*Name: Kerry Anne Schultz

*Address: 3869 Paradise Bay Drive *City, State, Zip: Gulf Breeze, FL

Email Address: KASchultz@fountainlaw.com Phone: 850-939-3535

Please indicate if you:

- [x] 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.

01/2012

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: 6-2-2015

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2015-12

X In Favor ____ Against

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

*Name: Thomas Brown, Jr

*Address: Escambia Co. Traffic Dept *City, State, Zip: _____

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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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: June 2, 2015

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-12

_____ In Favor X Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: EDWARD G. MORGAN

*Address: 9755 TOWER RIDGE RD. *City, State, Zip: PENSACOLA, FL 32526

Email Address: emmorgan@bellsouth.net Phone: 8509442066

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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01/2012

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ESCAMBIA COUNTY, FLORIDA

Development Services Department
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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: June 2, 2015

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2015-12

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Paul Battle / ~~[illegible]~~ Rebol

*Address: 2301 N. 9th Ave, Suite 300 *City, State, Zip: Pensacola, FL 32503

Email Address: paulberebol-battle.com Phone: 438-0400

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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01/2012

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ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(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: June 2, 2015

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2015-12

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Jason Rebol

*Address: 2301 N. 9th Ave, suite 300 *City, State, Zip: Pensacola FL

Email Address: JasonR@rebol-battle.com Phone: 438-0400

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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01/2012

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Did not speak

Development Services Department
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(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: June 2, 2015

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2015-12

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

✓ In Favor _____ Against

*Name: Rick Olson Olson Land Partners

*Address: 4148 Lutheraf Fowler Rd *City, State, Zip: 32571

Email Address: Rick@olsonlandpartners.com Phone: 830-7425

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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01/2012

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8368 **Growth Management Report** **13. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/07/2015
Issue: 5:45 p.m. - A Public Hearing - Amendment to the Official Zoning Map
From: Horace Jones, 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 June 2, 2015, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2015-11 and Z-2015-11 were heard by the Planning Board on June 2, 2015. 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 2015-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), 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, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), 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-2015-11**
Address:	2755 Fenwick Road
Property Reference No.:	42-1S-30-3001-002-003
Property Size:	0.77 (+/-) acres
From:	HDMU, High Density Mixed-Use (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial, prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses (Dwelling unit density limited to vested residential development. Lodging unit density not limited by zoning.)
FLU Category:	MU-U, Mixed-Use Urban

Case No.:	**Z-2015-12**
Address:	9600 Block Tower Ridge Road
Property Reference No.:	01-1S-32-1000-070-003; 01-1S-32-1000-050-003; 01-1S-32-1000-050-004; 01-1S-32-1000-110-003; 01-1S-32-1000-080-003; 01-1S-32-1000-120-004
Property Size:	78.72 (+/-) acres
From:	RMU, Rural Mixed-use district (two du/acre)
To:	LDMU, Low Density Mixed-use district (seven du/acre)
FLU Category:	RC, Rural Community *(pending FLU amendment to MU-S)*

DRAFT

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 (2014); 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 _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8436 **Growth Management Report** **13. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/07/2015
Issue: 5:46 p.m. - A Public Hearing - Review of an Ordinance Amending LDC Chapter 3, Zoning Regulations
From: Horace Jones, Department Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review and Adoption of an Ordinance Amending Chapter 3, Zoning Regulations of the Land Development Code

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Section 3-2.11(b)(4) Heavy Commercial and Light Industrial District (HC/LI), and 3-2.15(b)(4), Public District (PUB), adding offices for government agencies or public utilities as a public and civic permitted use.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2-7.2 (a) and F.S. 125.66(4)(b).

BACKGROUND:

Staff was directed to review and amend the Heavy-Commercial/Light Industrial and Public zoning districts, by adding offices for government agencies and public utilities as a permitted use.

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 Kerra Smith, 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

Legal Correspondence
Draft Ordinance
Clean Ordinance

From:	Kerra A. Smith
To:	Juan C. Lemos
Cc:	Shawn S. Hunter
Subject:	Gov"t Offices
Date:	Monday, May 04, 2015 3:31:04 PM
Attachments:	DOC050415_05042015.pdf

Juan:

Use the attached version instead of what I sent you before. The only difference is that it uses the word "add" in the title instead of "allow." Call me if you have questions.

-----Original Message-----
From: Legal Toshiba Copier [mailto:noreply-legalcopier@myescambia.com]
Sent: Monday, May 04, 2015 3:26 PM
To: Kerra A. Smith
Subject: Scanned image from Legal Toshiba Copier 05/04/2015 15:25

Scanned from LegalCopier
Date:05/04/2015 15:25
Pages:11
Resolution:200x200 DPI

ORDINANCE NUMBER 2015-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 3, SECTION 3-2.11(b)(4), HEAVY COMMERCIAL AND LIGHT INDUSTRIAL DISTRICT (HC/LI) BY ADDING OFFICES FOR GOVERNMENT AGENCIES OR PUBLIC UTILITIES AS A PUBLIC AND CIVIC PERMITTED USE; AMENDING CHAPTER 3, SECTION 3-2.15(b)(4), PUBLIC DISTRICT (PUB) BY ADDING OFFICES FOR GOVERNMENT AGENCIES OR PUBLIC UTILITIES AS A PUBLIC AND CIVIC PERMITTED USE; 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 add offices for government agencies or public utilities as a permitted use in specific zoning districts;

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

<u>Section 1.</u> Zoning Districts

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, is hereby amended as follows: (words <u>underlined</u> are additions and words ~~stricken~~ are deletions):

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

f. Funeral establishments.

g. Homeless shelters.
h. Hospitals.
i. ~~Places of worship~~. Offices for government agencies or public utilities.
j. Places of worship.
~~**j.**~~ **k.** Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

Sec. 3-2.15 Public district (Pub).

(b) Permitted uses. Permitted uses within the Public district are limited to the following:

(4) Public and civic.
~~**c.**~~ **a.** Correctional facilities, including detention centers, jails, and prisons.
~~**d.**~~ **b.** Educational facilities.
~~**e.**~~ **c.** Offices for government agencies or public utilities.
d. Other public institutional uses.

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 Section 125.68, Florida Statutes, 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.

LEFT BLANK INTENTIONALLY

DRAFT

<u>Section 4.</u> **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2015-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 3, SECTION 3-2.11(b)(4), HEAVY COMMERCIAL AND LIGHT INDUSTRIAL DISTRICT (HC/LI) BY ADDING OFFICES FOR GOVERNMENT AGENCIES OR PUBLIC UTILITIES AS A PUBLIC AND CIVIC PERMITTED USE; AMENDING CHAPTER 3, SECTION 3-2.15(b)(4), PUBLIC DISTRICT (PUB) BY ADDING OFFICES FOR GOVERNMENT AGENCIES OR PUBLIC UTILITIES AS A PUBLIC AND CIVIC PERMITTED USE; 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 add offices for government agencies or public utilities as a permitted use in specific zoning districts;

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

Section 1. **Zoning Districts**

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, is hereby amended as follows: (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including towers.
b. Cemeteries, including family cemeteries.
c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
d. Educational facilities, including preschools, K-12, colleges, and vocational schools.
e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
f. Funeral establishments.

g. Homeless shelters.
h. Hospitals.
i. ~~Places of worship~~. Offices for government agencies or public utilities.
j. Places of worship.
~~**j.**~~ **k.** Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

Sec. 3-2.15 Public district (Pub).

(b) Permitted uses. Permitted uses within the Public district are limited to the following:

(4) Public and civic.
~~**c.**~~ **a.** Correctional facilities, including detention centers, jails, and prisons.
~~**d.**~~ **b.** Educational facilities.
~~**e.**~~ **c.** Offices for government agencies or public utilities.
d. Other public institutional uses.

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 Section 125.68, Florida Statutes, 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.

INTENTIONALLY LEFT BLANK

<u>Section 4.</u> **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, 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-8314 **Growth Management Report** **13. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/07/2015
Issue: 5:47 p.m. - A Public Hearing - Issuance of Operational Permit for Resource Extraction for Eubanks Borrow Pit
From: Horace Jones, Department Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Eubanks Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Eubanks Borrow Pit.

BACKGROUND:

At the February 19, 2015, Board of County Commissioners (BCC) Regular Meeting, the BCC unanimously approved adopting (*by Ordinance Number 2015-5*) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (*submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years*); (*incorporate the grandfathering provisions provided in the Errata Sheet and*) strike all reference to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet. Furthermore, the BCC stated that approval of the borrow pit "does not guarantee a reclamation permit for the future."

Article VIII. - Borrow Pits and Reclamation, Section 42-323, Requirements and permits., of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires a Public Hearing to obtain the permit.

Article VIII.- Borrow Pits and Reclamation, Section 42-324, Scope and compliance., of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with **Chapter 42, Article VIII, Borrow Pits and Reclamation**, of the Code of Ordinances of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Development Services Department will issue an operational permit for resource extraction only for Eubanks Borrow Pit.

Attachments

02-18-2015 - E-Mail from Alison Rogers to Commissioners

Development Order w/Exhibits

Public Hearing Sign

From: Alison A. Perdue
Sent: Wednesday, February 18, 2015 4:26 PM
To: District1; Wilson B. Robertson; District2; Doug Underhill; District3; Lumon J. May; District4; Grover C. Robinson; District5; Steven L. Barry
Cc: Jack R. Brown; Horace L Jones; Pat T. Johnson; KEITH T. WILKINS; Dianne C. Simpson
Subject: grandfathering
Attachments: grandfatheringpits.docx

Commissioners,

As a follow-up to the conversation from the last Board meeting relative to grandfathering of existing pit operations, attached find proposed language that I will distribute as an errata sheet for both the LDC and for the ch. 42 borrow pit ordinance public hearings. I invite you to distribute to whomever you feel may be interested in the issue. Mr. Rigby, who raised this issue at our last meeting, is aware of this language. I am not sure if he will have additional comments tomorrow or not.

Any questions, please get with me directly and do not respond to this email.

Alison

L. *Existing permitted and unpermitted activities.* Borrow pits, resource extraction and reclamation activities existing and in operation prior to August 22, 2014, or permitted prior to that date, shall be grandfathered (or vested) in accordance with the following regulations.

1. *Lawful nonconforming activities existing prior to June 2, 2005*. Ordinance 2005-18 was adopted on June 2, 2005. Borrow pits, resource extraction and reclamation activities existing and in operation prior to June 2, 2005 became lawful nonconforming land uses on June 2, 2005. Such land use activities were and are subject to the provisions of Article 9 of the Land Development Code. Local permits are required and to the extent these facilities and land use activities are not grandfathered and do not already comply with applicable regulations, they shall have 180 days from the date this ordinance is approved to comply. Extensions for extenuating circumstances may be approved by the County Administrator or the County Administrator's designee on a case-by-case basis.

2. *Unpermitted existing activities*. Borrow pit, resource extraction and reclamation activities created on or after June 2, 2005 that were otherwise in a zoning district that authorized the land use activity as either a permitted or conditional use, and which made application for either permitting or a development order prior to August 22, 2014, shall obtain and will be considered for a local permit to operate consistent with their current and historical use of the property. The technical conditions of the permit shall be addressed on a case-by-case basis, which will include consideration of the nature and history of the activity to be permitted and the length of time the activity has been ongoing; however, the permit conditions will include compliance with this article to the extent feasible. Facilities qualifying to request treatment pursuant to either section L.1 or L.2 may choose either.

3. *Permitted existing activities*. The grandfathered status and vested rights of operators and owners of borrow pits, resource extraction and reclamation activities that held a current and active development order or other permit issued by the County prior to August 22, 2014, are to obtain local permits upon approval of this section and are to be addressed on a case-by-case basis that will include consideration of the specific wording of the previously approved development order, permit and any other land use approval issued by the County relating to the operation of the borrow pit, resource extraction or reclamation activity. Previously permitted or approved performance standards remain in effect, except where the County determines the public health, safety and welfare dictates the current standard apply.

4. In no event shall the application of any revision to the Land Development Code relating to an activity that falls within the coverage of subsection L be so severe as to make the permitted activity either economically infeasible or to impose an inordinate burden on the land use activity, as such inordinate burden is defined in Section 70.001, Fla. Stat.

SITE PLAN

RESOURCE EXTRACTION DEVELOPMENT ORDER
with Concurrency Certification

"Borrow Pits and Reclamation Activities"

Project: Eubanks Pit
Location: 3715 Eubanks Rd
Development Review #: PRP141000043
Property Reference #: 03-4N-32-1201-000-000
Exhibit A: Reclamation Plan
Exhibit B: Resource Extraction Permit
Exhibit C: Annual Compliance Affidavit

Future Land Use: AG
Zoning District: Agr
Flood Zone: X

PROJECT DESCRIPTION

This Development Order is to satisfy the site plan and review requirements of Ordinance Number 2015-5 (bringing existing borrow pits into compliance with Escambia County Land Development Code). This Approved Resource Extraction Development Order also includes the County resource extraction permit for Eubanks Pit with a family recreation area proposed as their future reclamation. The project description is the development of a 11.27-acre site as a compliance borrow pit with subsequent reclamation as proposed by attached Exhibit A.

STANDARD PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. The county resource extraction permit, associated with this Development Order, shall be valid for five years following approval any may be renewed upon application by the permittee and approval by the Board of Commissioners. As a condition of obtaining and maintaining a county resource extraction permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. This approved and amended Development Order and Reclamation Plan by BCC does not confirm, guarantee or imply any authorization of any C&DD or LCD activities or permits. A new Land Use Approval and/or permit application shall be required with Reclamation activities and operations at a duly advertize public hearing.

4. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein.

5. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.

6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.

7. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, and the Land Development Code, Section 7.07.00, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.

8. **Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioners must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is not obtained then this Development Order shall automatically terminate and be rendered null and void.**

9. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition (LDC 7.07.07.J).

10. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that require trucks and heavy equipment to traverse **through residential areas as their only access path to pit operations** are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday thru Friday and between 8:00 a.m. and 2:00 p.m. on Saturday (See section 7.11.09). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

11. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that access their operations **without traversing through residential areas** (i.e., via principal and minor arterial roadways) are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Saturday** (See section 7.11.019). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

12. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.

13. Any new activity, such as borrowing, mining, etc., shall require side slopes to be no greater than 2:1, unless a professional engineer or professional geologist certifies that the angle of repose exceeding this reaction will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.

14. This approval does not authorize or imply authorization of any negative impact to adjacent properties. Any increase of the stormwater runoff and/or sediment shall be kept within boundaries of the developed property(s).

15. The reclamation plan for mined-out lands shall be consistent with federal and state reclamation standards (particularly those referenced in subsection 42-323(2)a, shall comply with any performance standards required by the Escambia County Land Development Code, and shall be consistent with the intended post-mining land use. The plan shall provide for reclamation activities to be completed in a timely manner and sequence per the terms of the required development order. A permitee shall submit reclamation plan updates to Escambia County whenever it makes a material change to its reclamation plan, but no less than annually when it submits the affidavit required by subsection 42-323(2)a. Reclamation of mined-out lands shall commence within one year of cessation of mining operations, shall include revegetation as early as practical, and shall be completed by the county-approved date established for the specific site. The reclamation plan, and any updates thereto, are subject to audit by Escambia County, and the permit shall consent to provide any documentation or records, or to otherwise authorize any inspection required, for the purpose of such audit. The reclamation plan does not equate to a permit for the use set forth in the plan, nor does it grandfather or provide a vested right for that use.

Development Review Committee (DRC) Recommendation

Having completed development review of the **Eubanks Pit,** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☑Approve The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

Donald R Moye 5-27-15

Director, Development Services Department Date

EXHIBIT
A

Reclamation Plan: Eubanks borrow pit

Location: 3701 Eubanks Rd.

Date: 05/19/2015

As desired boundaries are reached I will have the contractor or whomever is digging, slope to a no greater slope than a 4:1.

After the slop has been ascertained, I will spread top soil from the onsite stock pile. After spreading and smoothing top soil I will vegetate in either Pensacola Bahia grass, for erosion control or pine trees to quiet and beautify, or possibly both.

The bottom will be basically flattened with a few mounds and mostly non vegetated.

The finished product will be a great family recreation area for friends and family, and provide an opportunity to experience and explore some of the wonders of the earth.

Prepared by: George W. (Bill) Eubanks Jr.

Signed by: _____

EXHIBIT

tabbies

B

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

Project: Eubanks Pit
Location: 3715 Eubanks Road
Development Review #: PRP141000048
Property Reference #: 03-4N-32-1201-000-000

Future Land Use: AG
Zoning District: Agr
Flood Zone: X

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit #_____, as amended by Site Plan Resource Extraction Development Order #PRP141000048.

2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, **a** permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.

4. **Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C& DD operations and/or LCD operations.**

5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.

6. The date of issuance of this permit is the ____ day of May, 2015, and the effective date is February 19, 2015. The expiration date of this permit is February 18, 2020.

_____
County Staff Designee *(Please Print)*

_____
Signature(s)

I acknowledge receipt of this permit on the _____day of _____, 2015.

_____
Property Owner(s) *[Please Print)*

_____
Signature

EXHIBIT

tabbies

C

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ANNUAL AFFIDAVIT OF COMPLIANCE

This Annual Affidavit of Compliance is made to the Escambia County Board of County Commissioners pursuant to Section _____, Escambia County Code of Ordinances, under oath and subject to the penalties prescribed for perjury.

I, _____ (name), as _____(title) of _____(name of corporation), do hereby attest and affirm:

1. The property located at _____ (address) is owned and operated by the above-referenced corporation as a borrow pit/resource extraction facility.

2. A summary of the operations and activities occurring on the site during the previous year is attached as Exhibit "A".

3. The percentage of the usable site that has been excavated is _____ percent.

4. The estimated remaining life span for permitted activities on the site is _____ years.

5. During the previous year, the site has been operated in compliance with the owner's permits and the Escambia County Code of Ordinances, except for the following:

_____

_____

_____

_____

FURTHER AFFIANT SAYETH NAUGHT.

Dated this _____ day of _____, 2015

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
Signature

_____
Printed Name

_____
Title

_____
Name of Corporation

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 2015, by _____(name) as_____(title) of _____ (name of corporation), on behalf of the corporation. He/she (_) is personally known to me, or (_) has produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

NOTICE OF
PUBLIC HEARING
BOARD OF COUNTY COMMISSIONERS
RESOURCE EXTRACTION
PERMIT
CASE NO: PRP14100043
DATE: 07/07/15 TIME: 5:47 PM
LOCATION OF HEARING
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE
FIRST 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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8315 **Growth Management Report** **13. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/07/2015
Issue: 5:48 p.m. - A Public Hearing - Issuance of Operational Permit for Resource Extraction for Surrey/Eight Mile Creek Borrow Pit
From: Horace Jones, Department Director
Organization: Development Services

RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Surrey/Eight Mile Creek Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Surrey/Eight Mile Creek Borrow Pit.

BACKGROUND:

At the February 19, 2015, Board of County Commissioners (BCC) Regular Meeting, the BCC unanimously approved adopting (*by Ordinance Number 2015-5*) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (*submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years*); (*incorporate the grandfathering provisions provided in the Errata Sheet and*) strike all reference to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet. Furthermore, the BCC stated that approval of the borrow pit "does not guarantee a reclamation permit for the future."

Article VIII. - Borrow Pits and Reclamation, Section 42-323, Requirements and permits., of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires a Public Hearing to obtain the permit.

Article VIII.- Borrow Pits and Reclamation, Section 42-324, Scope and compliance., of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with **Chapter 42, Article VIII, Borrow Pits and Reclamation** of the Code of Ordinances of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Development Services Department will issue an operational permit for resource extraction only for Surrey/Eight Mile Creek Borrow Pit.

Attachments

02-18-2015 - E-Mail from Alison Rogers to Comissioners

Development Order

Public Hearing Sign

From: Alison A. Perdue
Sent: Wednesday, February 18, 2015 4:26 PM
To: District1; Wilson B. Robertson; District2; Doug Underhill; District3; Lumon J. May; District4; Grover C. Robinson; District5; Steven L. Barry
Cc: Jack R. Brown; Horace L Jones; Pat T. Johnson; KEITH T. WILKINS; Dianne C. Simpson
Subject: grandfathering
Attachments: grandfatheringpits.docx

Commissioners,

As a follow-up to the conversation from the last Board meeting relative to grandfathering of existing pit operations, attached find proposed language that I will distribute as an errata sheet for both the LDC and for the ch. 42 borrow pit ordinance public hearings. I invite you to distribute to whomever you feel may be interested in the issue. Mr. Rigby, who raised this issue at our last meeting, is aware of this language. I am not sure if he will have additional comments tomorrow or not.

Any questions, please get with me directly and do not respond to this email.

Alison

L. *Existing permitted and unpermitted activities.* Borrow pits, resource extraction and reclamation activities existing and in operation prior to August 22, 2014, or permitted prior to that date, shall be grandfathered (or vested) in accordance with the following regulations.

1. *Lawful nonconforming activities existing prior to June 2, 2005*. Ordinance 2005-18 was adopted on June 2, 2005. Borrow pits, resource extraction and reclamation activities existing and in operation prior to June 2, 2005 became lawful nonconforming land uses on June 2, 2005. Such land use activities were and are subject to the provisions of Article 9 of the Land Development Code. Local permits are required and to the extent these facilities and land use activities are not grandfathered and do not already comply with applicable regulations, they shall have 180 days from the date this ordinance is approved to comply. Extensions for extenuating circumstances may be approved by the County Administrator or the County Administrator's designee on a case-by-case basis.

2. *Unpermitted existing activities*. Borrow pit, resource extraction and reclamation activities created on or after June 2, 2005 that were otherwise in a zoning district that authorized the land use activity as either a permitted or conditional use, and which made application for either permitting or a development order prior to August 22, 2014, shall obtain and will be considered for a local permit to operate consistent with their current and historical use of the property. The technical conditions of the permit shall be addressed on a case-by-case basis, which will include consideration of the nature and history of the activity to be permitted and the length of time the activity has been ongoing; however, the permit conditions will include compliance with this article to the extent feasible. Facilities qualifying to request treatment pursuant to either section L.1 or L.2 may choose either.

3. *Permitted existing activities*. The grandfathered status and vested rights of operators and owners of borrow pits, resource extraction and reclamation activities that held a current and active development order or other permit issued by the County prior to August 22, 2014, are to obtain local permits upon approval of this section and are to be addressed on a case-by-case basis that will include consideration of the specific wording of the previously approved development order, permit and any other land use approval issued by the County relating to the operation of the borrow pit, resource extraction or reclamation activity. Previously permitted or approved performance standards remain in effect, except where the County determines the public health, safety and welfare dictates the current standard apply.

4. In no event shall the application of any revision to the Land Development Code relating to an activity that falls within the coverage of subsection L be so severe as to make the permitted activity either economically infeasible or to impose an inordinate burden on the land use activity, as such inordinate burden is defined in Section 70.001, Fla. Stat.

SITE PLAN

RESOURCE EXTRACTION DEVELOPMENT ORDER
with Concurrency Certification

"Borrow Pits and Reclamation Activities"

Project: Surrey Pit/Eight Mile Creek
Location: 2665 Solo Dos Familiaf
Development Review #: PRP140800032
Property Reference #: 11-1S-31-4201-000-000
Exhibit A: Reclamation Plan
Exhibit B: Resource Extraction Permit
Exhibit C: Annual Compliance Affidavit

Future Land Use: MU-U
Zoning District: HC/LI
Flood Zone: X

PROJECT DESCRIPTION

This Development Order is to satisfy the site plan and review requirements of Ordinance Number 2015-5 (bringing existing borrow pits into compliance with Escambia County Land Development Code). This Approved Resource Extraction Development Order also includes the County resource extraction permit for Surrey Pit with revegetation proposed as their future reclamation. The project description is the development of a 18.61-acre site as a compliance borrow pit with subsequent reclamation as proposed by attached Exhibit A.

STANDARD PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. The county resource extraction permit, associated with this Development Order, shall be valid for five years following approval any may be renewed upon application by the permittee and approval by the Board of Commissioners. As a condition of obtaining and maintaining a county resource extraction permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. This approved and amended Development Order and Reclamation Plan by BCC does not confirm, guarantee or imply any authorization of any C&DD or LCD activities or permits. A new Land Use Approval and/or permit application shall be required with Reclamation activities and operations at a duly advertize public hearing.

4. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein.

5. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.

6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.

7. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, and the Land Development Code, Section 7.07.00, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.

8. **Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioners must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is not obtained then this Development Order shall automatically terminate and be rendered null and void.**

9. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition (LDC 7.07.07.J).

10. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that require trucks and heavy equipment to traverse **through residential areas as their only access path to pit operations** are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday thru Friday and between 8:00 a.m. and 2:00 p.m. on Saturday (See section 7.11.09). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

11. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that access their operations **without traversing through residential areas** (i.e., via principal and minor arterial roadways) are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Saturday** (See section 7.11.019). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

12. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.

13. Any new activity, such as borrowing, mining, etc., shall require side slopes to be no greater than 2:1, unless a professional engineer or professional geologist certifies that the angle of repose exceeding this reaction will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.

14. This approval does not authorize or imply authorization of any negative impact to adjacent properties. Any increase of the stormwater runoff and/or sediment shall be kept within boundaries of the developed property(s).

15. The reclamation plan for mined-out lands shall be consistent with federal and state reclamation standards (particularly those referenced in subsection 42-323(2)a, shall comply with any performance standards required by the Escambia County Land Development Code, and shall be consistent with the intended post-mining land use. The plan shall provide for reclamation activities to be completed in a timely manner and sequence per the terms of the required development order. A permitee shall submit reclamation plan updates to Escambia County whenever it makes a material change to its reclamation plan, but no less than annually when it submits the affidavit required by subsection 42-323(2)a. Reclamation of mined-out lands shall commence within one year of cessation of mining operations, shall include revegetation as early as practical, and shall be completed by the county-approved date established for the specific site. The reclamation plan, and any updates thereto, are subject to audit by Escambia County, and the permit shall consent to provide any documentation or records, or to otherwise authorize any inspection required, for the purpose of such audit. The reclamation plan does not equate to a permit for the use set forth in the plan, nor does it grandfather or provide a vested right for that use.

Development Review Committee (DRC) Recommendation

Having completed development review of the **Surrey Pit,** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☑Approve The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

Director, Development Services Department 5-27-10
Date

EXHIBIT

A

CLOSURE PLAN

LAND CLEARING DEBRIS DISPOSAL FACILITY

Mr. Johnnie Long
8 Mile Creek Road North
Pensacola, Fl 32534

Surrey Pit

PURPOSE:

This Plan provides the details and information for Final Site Closure in accordance with FAC 62-701.803(10).

Closure Functions Applicable to All Operational Elements:

Disposal facility material slopes shall be maintained so as to facilitate stormwater management and erosion control. Final elevations of landfill materials shall be kept in compliance with the cross section portion of this plan. Compaction efforts shall be monitored and maintained to insure maximum consolidation prior to placing the two foot layer of soil. A 1.5 foot thick layer of clean earthfill shall be placed and compacted in layers not exceeding 12 inches thick. This shall be followed with a 6-inch thick layer of suitable topsoil capable of supporting vegetation. The topsoil to be used may be from site excavation or salvage.

Permanent grassing of Closure areas will be accomplished by seeding, mulching, and commercial fertilization. Permanent sodding of all finished slopes greater than 4:1 shall be undertaken. The Work, Materials, and Equipment descriptions as shown in Section 570, Florida Department of Transportation Specifications for Road and Bridge Construction, shall be used as a general guide in the vegetative cover applications.

Coordination of closure operations of any segment shall be performed as it relates to other segments and the overall site. The coordination efforts include solution of any stormwater management or erosion control problems arising out of ongoing operations.

Final Site Closure:

Efforts in this regard include those overall closure items considered to be of a permanent nature. Final Closure shall be a continuous effort with the final resultant site condition and land use suitability in mind. It is not anticipated that permanent terraces, berms or constructed swales will be necessary. Should any future need be indicated, engineering assistance in design will be sought.

CERTIFICATION:

I hereby certify that the facts and information contained in this plan are true and correct to the best of my knowledge and belief and that the plan provides adequate details to satisfy the required function.

Jerry W. McGuire, PE
Florida Registration No. 39572 1/26/06
January 26, 2006

EXHIBIT

B

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

Project: Surrey Pit
Location: 2665 Solo Dos Familiaf
Development Review #: PRP140800032
Property Reference #: 11-1S-31-4201-000-000

Future Land Use: MU-U
Zoning District: HC/LI
Flood Zone: X

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit #_____, as amended by Site Plan Resource Extraction Development Order #PRP140800032.

2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.

4. **Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C& DD operations and/or LCD operations.**

5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.

6. The date of issuance of this permit is the ____ day of May, 2015, and the effective date is February 19, 2015. The expiration date of this permit is February 18, 2020.

_____
County Staff Designee *(Please Print)*

_____
Signature(s)

I acknowledge receipt of this permit on the _____day of _____, 2015.

_____
Property Owner(s) *(Please Print)*

_____
Signature

EXHIBIT
C

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ANNUAL AFFIDAVIT OF COMPLIANCE

This Annual Affidavit of Compliance is made to the Escambia County Board of County Commissioners pursuant to Section _____, Escambia County Code of Ordinances, under oath and subject to the penalties prescribed for perjury.

I, _____ (name), as _____(title) of _____(name of corporation), do hereby attest and affirm:

1. The property located at _____ (address) is owned and operated by the above-referenced corporation as a borrow pit/resource extraction facility.

2. A summary of the operations and activities occurring on the site during the previous year is attached as Exhibit "A".

3. The percentage of the usable site that has been excavated is _____ percent.

4. The estimated remaining life span for permitted activities on the site is _____ years.

5. During the previous year, the site has been operated in compliance with the owner's permits and the Escambia County Code of Ordinances, except for the following:

_____
_____
_____
_____

FURTHER AFFIANT SAYETH NAUGHT.

Dated this _____ day of _____, 2015

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
Signature

_____
Printed Name

_____
Title

_____
Name of Corporation

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 2015, by _____(name) as_____(title) of _____ (name of corporation), on behalf of the corporation. He/she ( ) is personally known to me, or ( ) has produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

TRUCK
ENTRANCE
SPEED
LIMIT
5
NOTICE OF
PUBLIC HEARING
RESOURCE EXTRACTION
PERMIT
CASE NO.
DATE 07/07/15
TIME 5:45 PM
LOCATION OF HEARING

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8316 **Growth Management Report** **13. 6.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/07/2015
Issue: 5:49 p.m. - A Public Hearing - Issuance of Operational Permit for Resource Extraction for Northwest Florida Pit 1 Borrow Pit
From: Horace Jones, Department Director
Organization: Development Services

RECOMMENDATION:

5:49 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Northwest Florida Pit 1 Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Northwest Florida Pit 1 Borrow Pit.

BACKGROUND:

At the February 19, 2015, Board of County Commissioners' (BCC) Regular Meeting, the BCC unanimously approved adopting (*by Ordinance Number 2015-5*) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (*submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years*); (*incorporate the grandfathering provisions provided in the Errata Sheet and*) strike all reference to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet. Furthermore, the BCC stated that approval of the borrow pit "does not guarantee a reclamation permit for the future."

Article VIII. - Borrow Pits and Reclamation, Section 42-323, Requirements and permits., of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires a Public Hearing to obtain the permit.

Article VIII.- Borrow Pits and Reclamation, Section 42-324, Scope and compliance., of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with **Chapter 42, Article VIII, Borrow Pits and Reclamation**, of the Code of Ordinances of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Development Services Department will issue an operational permit for resource extraction only for Northwest Florida Pit 1 Borrow Pit.

Attachments

02-18-2015 - E-Mail from Alison Rogers to Commissioners

Development Order

Public Hearing Sign

From: Alison A. Perdue
Sent: Wednesday, February 18, 2015 4:26 PM
To: District1; Wilson B. Robertson; District2; Doug Underhill; District3; Lumon J. May; District4; Grover C. Robinson; District5; Steven L. Barry
Cc: Jack R. Brown; Horace L Jones; Pat T. Johnson; KEITH T. WILKINS; Dianne C. Simpson
Subject: grandfathering
Attachments: grandfatheringpits.docx

Commissioners,

As a follow-up to the conversation from the last Board meeting relative to grandfathering of existing pit operations, attached find proposed language that I will distribute as an errata sheet for both the LDC and for the ch. 42 borrow pit ordinance public hearings. I invite you to distribute to whomever you feel may be interested in the issue. Mr. Rigby, who raised this issue at our last meeting, is aware of this language. I am not sure if he will have additional comments tomorrow or not.

Any questions, please get with me directly and do not respond to this email.

Alison

L. *Existing permitted and unpermitted activities.* Borrow pits, resource extraction and reclamation activities existing and in operation prior to August 22, 2014, or permitted prior to that date, shall be grandfathered (or vested) in accordance with the following regulations.

1. *Lawful nonconforming activities existing prior to June 2, 2005*. Ordinance 2005-18 was adopted on June 2, 2005. Borrow pits, resource extraction and reclamation activities existing and in operation prior to June 2, 2005 became lawful nonconforming land uses on June 2, 2005. Such land use activities were and are subject to the provisions of Article 9 of the Land Development Code. Local permits are required and to the extent these facilities and land use activities are not grandfathered and do not already comply with applicable regulations, they shall have 180 days from the date this ordinance is approved to comply. Extensions for extenuating circumstances may be approved by the County Administrator or the County Administrator's designee on a case-by-case basis.

2. *Unpermitted existing activities*. Borrow pit, resource extraction and reclamation activities created on or after June 2, 2005 that were otherwise in a zoning district that authorized the land use activity as either a permitted or conditional use, and which made application for either permitting or a development order prior to August 22, 2014, shall obtain and will be considered for a local permit to operate consistent with their current and historical use of the property. The technical conditions of the permit shall be addressed on a case-by-case basis, which will include consideration of the nature and history of the activity to be permitted and the length of time the activity has been ongoing; however, the permit conditions will include compliance with this article to the extent feasible. Facilities qualifying to request treatment pursuant to either section L.1 or L.2 may choose either.

3. *Permitted existing activities*. The grandfathered status and vested rights of operators and owners of borrow pits, resource extraction and reclamation activities that held a current and active development order or other permit issued by the County prior to August 22, 2014, are to obtain local permits upon approval of this section and are to be addressed on a case-by-case basis that will include consideration of the specific wording of the previously approved development order, permit and any other land use approval issued by the County relating to the operation of the borrow pit, resource extraction or reclamation activity. Previously permitted or approved performance standards remain in effect, except where the County determines the public health, safety and welfare dictates the current standard apply.

4. In no event shall the application of any revision to the Land Development Code relating to an activity that falls within the coverage of subsection L be so severe as to make the permitted activity either economically infeasible or to impose an inordinate burden on the land use activity, as such inordinate burden is defined in Section 70.001, Fla. Stat.

SITE PLAN

RESOURCE EXTRACTION DEVELOPMENT ORDER
with Concurrency Certification

"Borrow Pits and Reclamation Activities"

Project: Northwest Fla Pit 1
Location: 5175 Bankhead Drive
Development Review #: PRP140800028
Property Reference #: 26-1S-31-3201-002-001
26-1S-31-3201-000-001
Exhibit A: Reclamation Plan
Exhibit B: Resource Extraction Permit
Exhibit C: Annual Compliance Affidavit

Future Land Use: MU-S
Zoning District: LDR
Flood Zone: X

PROJECT DESCRIPTION

This Development Order is to satisfy the site plan and review requirements of Ordinance Number 2015-5 (bringing existing borrow pits into compliance with Escambia County Land Development Code). This Approved Resource Extraction Development Order also includes the County resource extraction permit for Northwest Fla Pit 1 with a revegetation area proposed as their future reclamation. The project description is the development of a 10.49-acre site as a compliance borrow pit with subsequent reclamation as proposed by attached Exhibit A.

STANDARD PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. The county resource extraction permit, associated with this Development Order, shall be valid for five years following approval any may be renewed upon application by the permittee and approval by the Board of Commissioners. As a condition of obtaining and maintaining a county resource extraction permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. This approved and amended Development Order and Reclamation Plan by BCC does not confirm, guarantee or imply any authorization of any C&DD or LCD activities or permits. A new Land Use Approval and/or permit application shall be required with Reclamation activities and operations at a duly advertize public hearing.

4. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein.

5. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.

6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.

7. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, and the Land Development Code, Section 7.07.00, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.

8. **Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioners must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is not**

obtained then this Development Order shall automatically terminate and be rendered null and void.

9. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition (LDC 7.07.07.J).

10. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that require trucks and heavy equipment to traverse **through residential areas as their only access path to pit operations** are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday thru Friday and between 8:00 a.m. and 2:00 p.m. on Saturday (See section 7.11.09). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

11. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that access their operations **without traversing through residential areas** (i.e., via principal and minor arterial roadways) are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Saturday** (See section 7.11.019). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

12. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.

13. Any new activity, such as borrowing, mining, etc., shall require side slopes to be no greater than 2:1, unless a professional engineer or professional geologist certifies that the angle of repose exceeding this reaction will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.

14. This approval does not authorize or imply authorization of any negative impact to adjacent properties. Any increase of the stormwater runoff and/or sediment shall be kept within boundaries of the developed property(s).

Development Review Committee (DRC) Recommendation

Having completed development review of the **Northwest Florida Pit 1,** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☑ Approve — The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐ Deny — The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

Donald R Mayo 5-27-15

Director, Development Services Department — Date

GARY S. BISHOP, P.E.
6010 Jameson Circle
PACE, FL 32571
PHONE: (850) 712-7618 • FAX: (866) 631-9483
E-MAIL: grybishop@yahoo.com

EXHIBIT
A

Pit Closure Plan
NWF Pit 1

I. The Existing Site History:

A. The site is a rectangular shaped parcel containing 19 acres total. The current owner acquired the property on November 30, 1988. The property was used for a Sand Mine and has been used as a Land Clearing Debris Site for at least fifteen years.

B. The subject property is situated off the west end of Bankhead Road in Pensacola, Florida in Escambia County, in Section 27, Township 1 South, Range 31 West, Escambia County. Figure 1, Existing Conditions Map, illustrates the property location, the subject property's current shape, dimensions, and topographic features. The site was surveyed December 22, 2005 and resurveyed in July, 2011. Figure 2 is the "Final Grading Plan" that shows the site development and its final closure.

C. The land surrounding the property exhibits in elevation of approximately 60 to 80 feet MSL. Area topography originally was generally flat, sloping to the south. The site is now almost completely surrounded by sand pits and a land clearing debris pit. There are two surface water impoundments, a stream and Clark Site Contractors dredge pit within 500 feet South of the site. There are no public water supply wells within 500 feet of the site. The stream is located at the south end of the property. There are no areas on the site that are subject to frequent or periodic flooding. Therefore no specific flood protection measures are proposed. The groundwater depth is no higher than 34.5 feet MSL. The ground water elevation can be observed in the adjacent stream the elevation of which was surveyed. The soils underlying the property are of uniform, mostly tan sand.

II. The Site Operation and Expected Life:

A. The operator of the site does not accept land clearing debris from other haulers; the site is only for their own operations. This has resulted in the very slow progression of this site toward it's final closure. In the last fifteen years of its active operation less than one third of the permitted land fill acres has beed utilizes, approximately 4 of the 12 acres. If the sites current operation and

4

frequency of use the site will remain open for at least 10 more years and it could last up to 25 years.

B. A gated entrance at the Northeastern edges of the property provides authorized vehicular ingress and egress to the subject property. A fence protects the adjacent properties. There are "no trespassing" signs in place. Additional signs will be added in order to comply with the counties new ordinance.

C. A certified spotter will be at the land clearing debris disposal area when the site is operated. Grading operations will be monitored to ensure that final cover and sidewalls slopes are as specified in the Closure Plan. During operation the waste will be maintained at a 3 to 1 slope or less until the final elevation is reached. Equipment will be provided as needed. Daily cover of the debris will not be performed sense putrescible waste or other materials causing a vector control problem will not be accepted at the facility. Fuels, solids, lubricants and other maintenance materials will not be stored at the disposal site.

D. Stormwater will be collected in an existing 50-foot wide 600-foot long, 48,858 cubic foot, stormwater retention area on the edge of site. The soils at the site are tan sand from land surface to 25 feet below land surface as observed at the site. Care will be exercised to ensure that the stormwater does not leave facility boundaries.

III. The Site Closure Plan:

A. The landfill closure process will commence in a progressive manner as the targeted grades are reached. Final cover and seeding or planting of the vegetative cover shall be placed within 180 days after receipt of final waste load. The final cover will consist of 24 inches of soil the upper six inches capable of supporting vegetation. The final cover will be graded to eliminate ponding, promote drainage, and minimize erosion. The side slopes of all above-grade disposal areas shall be no greater than a 50-foot horizontal to 1-foot vertical rise. Upon completion of the grading,

enclosed area will be seeded.

2

B. Portions of the landfill area are being closed in compliance with the final closure plan as these areas come up to the design elevation. Therefore, landfill closure is a continuous operation that occures continuously throught it's operation. If for some reason the landfill closed today, its final closure plan would not be achieved. However, the land clearing debris currently in place would only require a final shaping to a 3 to 1 slope and capping that remaining portion. In 2011 the total closure cost for this site was estimated to be $13,147.42 per acre. With the assumption that this cost has remained constant and that no more than one half an acre is uncapped at any one time then the county required escrole amount would be $$6,573.71. A reciently completed C&D Landfill Permit in Santa Rosa County showed very similar numbers.

EXHIBIT
B

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

Project: Northwest Fla Pit 1
Location: 5175 Bankhead Drive
Development Review #: PRP140800028
Property Reference #: 26-1S-31-3201-002-001 &
26-1S-31-3201-000-001

Future Land Use: MU-S
Zoning District: LDR
Flood Zone: X

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit #_____, as amended by Site Plan Resource Extraction Development Order #PRP140800028.

2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.

4. **Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C& DD operations and/or LCD operations.**

5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.

6. The date of issuance of this permit is the ____ day of May, 2015, and the effective date is February 19, 2015. The expiration date of this permit is February 18, 2020.

_____
County Staff Designee *{Please Print)*

_____
Signature(s)

I acknowledge receipt of this permit on the _____day of _____, 2015.

_____
Property Owner(s) *[Please Print)*

_____
Signature

EXHIBIT
C

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ANNUAL AFFIDAVIT OF COMPLIANCE

This Annual Affidavit of Compliance is made to the Escambia County Board of County Commissioners pursuant to Section _____, Escambia County Code of Ordinances, under oath and subject to the penalties prescribed for perjury.

I, _____ (name), as _____(title) of _____(name of corporation), do hereby attest and affirm:

1. The property located at _____ (address) is owned and operated by the above-referenced corporation as a borrow pit/resource extraction facility.

2. A summary of the operations and activities occurring on the site during the previous year is attached as Exhibit "A".

3. The percentage of the usable site that has been excavated is _____ percent.

4. The estimated remaining life span for permitted activities on the site is _____ years.

5. During the previous year, the site has been operated in compliance with the owner's permits and the Escambia County Code of Ordinances, except for the following:
_____
_____
_____
_____

FURTHER AFFIANT SAYETH NAUGHT.

Dated this _____ day of _____, 2015

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
Signature

_____
Printed Name

_____
Title

_____
Name of Corporation

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 2015, by _____(name) as_____(title) of _____ (name of corporation), on behalf of the corporation. He/she ( ) is personally known to me, or ( ) has produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

NOTICE OF
PUBLIC HEARING
BOARD OF COUNTY COMMISSIONERS
RESOURCE EXTRACTION
PERMIT
CASE NO: PRP140800028
DATE: 07/07/15 TIME: 5:49 PM
LOCATION OF HEARING
ERNEST LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE
FIRST FLOOR BOARD MEETING ROOM
FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.BYESCAMBIA.COM
PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8317 **Growth Management Report** **13. 7.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/07/2015
Issue: 5:50 p.m. - A Public Hearing - Issuance of Operational Permit for Resource Extraction for Triple L Farm Mineral Extraction Borrow Pit
From: Horace Jones, Department Director
Organization: Development Services

RECOMMENDATION:

5:50 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Triple L Farm Mineral Extraction Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Triple L Farm Mineral Extraction Borrow Pit.

BACKGROUND:

At the February 19, 2015, Board of County Commissioners (BCC) Regular Meeting, the BCC unanimously approved adopting (*by Ordinance Number 2015-5*) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (*submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years*); (*incorporate the grandfathering provisions provided in the Errata Sheet and*) strike all reference to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet. Furthermore, the BCC stated that approval of the borrow pit "does not guarantee a reclamation permit for the future."

Article VIII. - Borrow Pits and Reclamation, Section 42-323, Requirements and permits., of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires a Public Hearing to obtain the permit.

Article VIII. - Borrow Pits and Reclamation, Section 42-324, Scope and compliance., of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with **Chapter 42, Article VIII, Borrow Pits and Reclamation**, of the Code of Ordinances of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Development Services Department will issue an operational permit for resource extraction only for Triple L Farm Mineral Extraction Borrow Pit.

Attachments

02-18-2015 - E-Mail from Alison Rogers to Commissioners

Development Order

Public Hearing Sign

From: Alison A. Perdue
Sent: Wednesday, February 18, 2015 4:26 PM
To: District1; Wilson B. Robertson; District2; Doug Underhill; District3; Lumon J. May; District4; Grover C. Robinson; District5; Steven L. Barry
Cc: Jack R. Brown; Horace L Jones; Pat T. Johnson; KEITH T. WILKINS; Dianne C. Simpson
Subject: grandfathering
Attachments: grandfatheringpits.docx

Commissioners,

As a follow-up to the conversation from the last Board meeting relative to grandfathering of existing pit operations, attached find proposed language that I will distribute as an errata sheet for both the LDC and for the ch. 42 borrow pit ordinance public hearings. I invite you to distribute to whomever you feel may be interested in the issue. Mr. Rigby, who raised this issue at our last meeting, is aware of this language. I am not sure if he will have additional comments tomorrow or not.

Any questions, please get with me directly and do not respond to this email.

Alison

L. *Existing permitted and unpermitted activities.* Borrow pits, resource extraction and reclamation activities existing and in operation prior to August 22, 2014, or permitted prior to that date, shall be grandfathered (or vested) in accordance with the following regulations.

1. *Lawful nonconforming activities existing prior to June 2, 2005*. Ordinance 2005-18 was adopted on June 2, 2005. Borrow pits, resource extraction and reclamation activities existing and in operation prior to June 2, 2005 became lawful nonconforming land uses on June 2, 2005. Such land use activities were and are subject to the provisions of Article 9 of the Land Development Code. Local permits are required and to the extent these facilities and land use activities are not grandfathered and do not already comply with applicable regulations, they shall have 180 days from the date this ordinance is approved to comply. Extensions for extenuating circumstances may be approved by the County Administrator or the County Administrator's designee on a case-by-case basis.

2. *Unpermitted existing activities*. Borrow pit, resource extraction and reclamation activities created on or after June 2, 2005 that were otherwise in a zoning district that authorized the land use activity as either a permitted or conditional use, and which made application for either permitting or a development order prior to August 22, 2014, shall obtain and will be considered for a local permit to operate consistent with their current and historical use of the property. The technical conditions of the permit shall be addressed on a case-by-case basis, which will include consideration of the nature and history of the activity to be permitted and the length of time the activity has been ongoing; however, the permit conditions will include compliance with this article to the extent feasible. Facilities qualifying to request treatment pursuant to either section L.1 or L.2 may choose either.

3. *Permitted existing activities*. The grandfathered status and vested rights of operators and owners of borrow pits, resource extraction and reclamation activities that held a current and active development order or other permit issued by the County prior to August 22, 2014, are to obtain local permits upon approval of this section and are to be addressed on a case-by-case basis that will include consideration of the specific wording of the previously approved development order, permit and any other land use approval issued by the County relating to the operation of the borrow pit, resource extraction or reclamation activity. Previously permitted or approved performance standards remain in effect, except where the County determines the public health, safety and welfare dictates the current standard apply.

4. In no event shall the application of any revision to the Land Development Code relating to an activity that falls within the coverage of subsection L be so severe as to make the permitted activity either economically infeasible or to impose an inordinate burden on the land use activity, as such inordinate burden is defined in Section 70.001, Fla. Stat.

SITE PLAN

RESOURCE EXTRACTION DEVELOPMENT ORDER
with Concurrency Certification

"Borrow Pits and Reclamation Activities"

Project: Triple L Farms Pit
Location: 55 E Quintett Rd
Development Review #: PRP140800033
Property Reference #: 26-2N-31-4230-000-000
Exhibit A: Reclamation Plan
Exhibit B: Resource Extraction Permit
Exhibit C: Annual Compliance Affidavit

Future Land Use: I
Zoning District: Ind
Flood Zone: X

PROJECT DESCRIPTION

This Development Order is to satisfy the site plan and review requirements of Ordinance Number 2015-5 (bringing existing borrow pits into compliance with Escambia County Land Development Code). This Approved Resource Extraction Development Order also includes the County resource extraction permit for Triple L Farms Pit with a pond or revegetation proposed as their future reclamation. The project description is the development of a 64.62-acre site as a compliance borrow pit with subsequent reclamation as proposed by attached Exhibit A.

STANDARD PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. The county resource extraction permit, associated with this Development Order, shall be valid for five years following approval any may be renewed upon application by the permittee and approval by the Board of Commissioners. As a condition of obtaining and maintaining a county resource extraction permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. This approved and amended Development Order and Reclamation Plan by BCC does not confirm, guarantee or imply any authorization of any C&DD or LCD activities or permits. A new Land Use Approval and/or permit application shall be required with Reclamation activities and operations at a duly advertize public hearing.

4. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein.

5. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.

6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.

7. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, and the Land Development Code, Section 7.07.00, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.

8. **Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioners must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is not obtained then this Development Order shall automatically terminate and be rendered null and void.**

9. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition (LDC 7.07.07.J).

10. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that require trucks and heavy equipment to traverse **through residential areas as their only access path to pit operations** are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday thru Friday and between 8:00 a.m. and 2:00 p.m. on Saturday (See section 7.11.09). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

11. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that access their operations **without traversing through residential areas** (i.e., via principal and minor arterial roadways) are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Saturday** (See section 7.11.019). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

12. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.

13. Any new activity, such as borrowing, mining, etc., shall require side slopes to be no greater than 2:1, unless a professional engineer or professional geologist certifies that the angle of repose exceeding this reaction will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.

14. This approval does not authorize or imply authorization of any negative impact to adjacent properties. Any increase of the stormwater runoff and/or sediment shall be kept within boundaries of the developed property(s).

15. The reclamation plan for mined-out lands shall be consistent with federal and state reclamation standards (particularly those referenced in subsection 42-323(2)a, shall comply with any performance standards required by the Escambia County Land Development Code, and shall be consistent with the intended post-mining land use. The plan shall provide for reclamation activities to be completed in a timely manner and sequence per the terms of the required development order. A permitee shall submit reclamation plan updates to Escambia County whenever it makes a material change to its reclamation plan, but no less than annually when it submits the affidavit required by subsection 42-323(2)a. Reclamation of mined-out lands shall commence within one year of cessation of mining operations, shall include revegetation as early as practical, and shall be completed by the county-approved date established for the specific site. The reclamation plan, and any updates thereto, are subject to audit by Escambia County, and the permit shall consent to provide any documentation or records, or to otherwise authorize any inspection required, for the purpose of such audit. The reclamation plan does not equate to a permit for the use set forth in the plan, nor does it grandfather or provide a vested right for that use.

Development Review Committee (DRC) Recommendation

Having completed development review of the **Triple L Farms Pit,** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☑Approve The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

Director, Development Services Department Date 5-27-15

EXHIBIT

A

Anticipated Reclamation Plan

The applicant will act in accordance with the reclamation standards set forth in Florida Administrative Code section 62C-39.008, as applicable to this project. More specifically, the applicant's anticipated reclamation plan is as follows:

1. **Completion Dates for Reclamation:** Reclamation activities should be coordinated with resource extraction and are intended to be initiated at the earliest practicable time. Contouring, to the extent necessary, should be initiated and completed no later than one year after the calendar year in which mining operations cease for the project site.

   a. Revegetation activities, to the extent necessary, should be initiated as soon as practical and completed no later than one year after the calendar year in which the final contours are established in an area, unless revegetation activities will interfere with extraction activities. Reclamation activities through revegetation are expected to be completed within approximately three years of the cessation of mining operations. The vegetation utilized for these activities is intended to be of the type and amount necessary to accommodate the established contours and prevent erosion.

   b. If extraction operations temporarily cease at the site for more than 12 full, consecutive months, the applicant will begin and complete, at an approximate rate of 1000 feet of dry pit wall per three month period, the activities specified below in Paragraphs 3 through 7.

2. **Compliance with Law:** Reclamation practices will be consistent with Escambia County ordinances and all applicable ordinances regarding surface drainage and groundwater requirements.

3. **Site Cleanup:** Provisions for safety to persons, the environment, and adjoining property will be provided. All lands will be reclaimed to a neat, clean condition by removing or otherwise obscuring (as allowed by law) all visible debris or materials. Large rocks will be placed at pit walls as necessary and to the extent practical to provide fill for establishing acceptable slopes; otherwise, they will be placed in common locations at the surface or buried to a minimum depth of four (4) feet.

4. **Structures:** All temporary buildings, pipelines, and other man-made structures (if any) will be removed, with the exception of those that are of sound construction with potential uses that are compatible with reclamation goals.

5. **Final Slopes:** The final slopes shall be of such an angle as to minimize the possibility of slides and shall not exceed the natural angle of repose of material being mined. The reclaimed slope generally should be no steeper than two horizontal feet to one vertical foot. However, since the material being extracted is sand, the applicant may calculate the maximum reclaimed slop using the angle of repose of the product stockpile. The angle of repose is defined as the slope angle of the product stockpile measured along an undisturbed portion of the pile. Given a vertical component of one unit, the corresponding minimum horizontal component of the reclaimed slope shall be calculated by dividing 1.5, the minimum acceptable factor of safety, by the tangent of the angle of repose of the sand stockpile.

If the extraction activities result in a lake(s) and/or pond(s), the reclaimed slope will extend from the top of the mine wall to a depth of five feet below the water surface.

6. **Contouring and Erosion Prevention:** Any overburden and spoil will be left in a configuration which is in accordance with accepted soil conservation practices and which is suitable for the proposed future use of the land. Any upland areas disturbed by extraction activities will be revegetated in quantities, densities and types necessary to prevent and control erosion and to provide stability to the slope. Erosional areas should be repaired until a vegetative cover is full established.

7. **Water Quality:** Reclamation will be designed to avoid the collection of water in pools which are, or are likely to become, noxious, odious, or foul.

EXHIBIT

B

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

Project: Triple L Farms Pit
Location: 55 E Quintett Road
Development Review #: PRP140800033
Property Reference #: 26-2N-31-4230-000-000

Future Land Use: I
Zoning District: Ind
Flood Zone: X

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit #_____, as amended by Site Plan Resource Extraction Development Order #PRP140800033.

2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.

4. **Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C& DD operations and/or LCD operations.**

5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.

6. The date of issuance of this permit is the ____ day of May, 2015, and the effective date is February 19, 2015. The expiration date of this permit is February 18, 2020.

_____
County Staff Designee *(Please Print)*

_____
Signature(s)

I acknowledge receipt of this permit on the _____day of _____, 2015.

_____
Property Owner(s) *(Please Print)*

_____
Signature

EXHIBIT
tabbies
C

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ANNUAL AFFIDAVIT OF COMPLIANCE

This Annual Affidavit of Compliance is made to the Escambia County Board of County Commissioners pursuant to Section _____, Escambia County Code of Ordinances, under oath and subject to the penalties prescribed for perjury.

I, _____ (name), as _____(title) of _____(name of corporation), do hereby attest and affirm:

1. The property located at _____ (address) is owned and operated by the above-referenced corporation as a borrow pit/resource extraction facility.

2. A summary of the operations and activities occurring on the site during the previous year is attached as Exhibit "A".

3. The percentage of the usable site that has been excavated is _____ percent.

4. The estimated remaining life span for permitted activities on the site is _____ years.

5. During the previous year, the site has been operated in compliance with the owner's permits and the Escambia County Code of Ordinances, except for the following:

_____
_____
_____
_____

FURTHER AFFIANT SAYETH NAUGHT.

Dated this _____ day of _____, 2015

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
Signature

_____
Printed Name

_____
Title

_____
Name of Corporation

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 2015, by _____(name) as_____(title) of _____ (name of corporation), on behalf of the corporation. He/she ( ) is personally known to me, or ( ) has produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

NOTICE OF
PUBLIC HEARING
BOARD OF COUNTY COMMISSIONERS
RESOURCE EXTRACTION
PERMIT
CASE NO: PRP1408000033
DATE: 07/07/15 TIME: 5:50 PM
LOCATION OF HEARING
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE
FIRST 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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8320 **Growth Management Report** **13. 8.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/07/2015
Issue: 5:51 p.m. - A Public Hearing - Issuance of Operational Permit for Resource Extraction for Pensacola Sandmine Borrow Pit
From: Horace Jones, Department Director
Organization: Development Services

RECOMMENDATION:

5:51 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Pensacola Sandmine Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Pensacola Sandmine Borrow Pit.

BACKGROUND:

At the February 19, 2015, Board of County Commissioners (BCC) Regular Meeting, the BCC unanimously approved adopting (*by Ordinance Number 2015-5*) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (*submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years*); (*incorporate the grandfathering provisions provided in the Errata Sheet and*) strike all reference to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet. Furthermore, the BCC stated that approval of the borrow pit "does not guarantee a reclamation permit for the future."

Article VIII. - Borrow Pits and Reclamation, Section 42-323, Requirements and permits., of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires a Public Hearing to obtain the permit.

Article VIII.- Borrow Pits and Reclamation, Section 42-324, Scope and compliance., of the Escambia County Code of Ordinances (Ordinance Number 2015-5), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with **Chapter 42, Article VIII, Borrow Pits and Reclamation** of the Code of Ordinances of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Development Services Department will issue an operational permit for resource extraction only for Pensacola Sandmine Borrow Pit.

Attachments

02-18-2015 - E-Mail from Alison Rogers to Commissioners

Development Order

Public Hearing Signs

From: Alison A. Perdue
Sent: Wednesday, February 18, 2015 4:26 PM
To: District1; Wilson B. Robertson; District2; Doug Underhill; District3; Lumon J. May; District4; Grover C. Robinson; District5; Steven L. Barry
Cc: Jack R. Brown; Horace L Jones; Pat T. Johnson; KEITH T. WILKINS; Dianne C. Simpson
Subject: grandfathering
Attachments: grandfatheringpits.docx

Commissioners,

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Any questions, please get with me directly and do not respond to this email.

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3. *Permitted existing activities*. The grandfathered status and vested rights of operators and owners of borrow pits, resource extraction and reclamation activities that held a current and active development order or other permit issued by the County prior to August 22, 2014, are to obtain local permits upon approval of this section and are to be addressed on a case-by-case basis that will include consideration of the specific wording of the previously approved development order, permit and any other land use approval issued by the County relating to the operation of the borrow pit, resource extraction or reclamation activity. Previously permitted or approved performance standards remain in effect, except where the County determines the public health, safety and welfare dictates the current standard apply.

4. In no event shall the application of any revision to the Land Development Code relating to an activity that falls within the coverage of subsection L be so severe as to make the permitted activity either economically infeasible or to impose an inordinate burden on the land use activity, as such inordinate burden is defined in Section 70.001, Fla. Stat.

SITE PLAN

RESOURCE EXTRACTION DEVELOPMENT ORDER
with Concurrency Certification

"Borrow Pits and Reclamation Activities"

Project: Pensacola Sandmine Pit
Location: 1100 Capital Blvd
Development Review #: PRP140800029
Future Land Use: I
Zoning District: HC/LI
Flood Zone: X
Property Reference #: 24-1S-30-1002-001-001, 002-001; 261S301102003015, 000015, 002015, 4101000002, 2101000009, 4200000001, 4200000002, 4200000000

Exhibit A: Reclamation Plan
Exhibit B: Resource Extraction Permit
Exhibit C: Annual Compliance Affidavit

PROJECT DESCRIPTION

This Development Order is to satisfy the site plan and review requirements of Ordinance Number 2015-5 (bringing existing borrow pits into compliance with Escambia County Land Development Code). This Approved Resource Extraction Development Order also includes the County resource extraction permit for Pensacola Sandmine Pit with a pond area proposed as their future reclamation. The project description is the development of a 185-acre site as a compliance borrow pit with subsequent reclamation as proposed by attached Exhibit A.

STANDARD PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. The county resource extraction permit, associated with this Development Order, shall be valid for five years following approval any may be renewed upon application by the permittee and approval by the Board of Commissioners. As a condition of obtaining and maintaining a county resource extraction permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

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5. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.

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obtained then this Development Order shall automatically terminate and be rendered null and void.

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11. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that access their operations **without traversing through residential areas** (i.e., via principal and minor arterial roadways) are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Saturday** (See section 7.11.019). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

12. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.

13. Any new activity, such as borrowing, mining, etc., shall require side slopes to be no greater than 2:1, unless a professional engineer or professional geologist certifies that the angle of repose exceeding this reaction will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.

14. This approval does not authorize or imply authorization of any negative impact to adjacent properties. Any increase of the stormwater runoff and/or sediment shall be kept within boundaries of the developed property(s).

15. The reclamation plan for mined-out lands shall be consistent with federal and state reclamation standards (particularly those referenced in subsection 42-323(2)a, shall comply with any performance standards required by the Escambia County Land Development Code, and shall be consistent with the intended post-mining land use. The plan shall provide for reclamation activities to be completed in a timely manner and sequence per the terms of the required development order. A permitee shall submit reclamation plan updates to Escambia County whenever it makes a material change to its reclamation plan, but no less than annually when it submits the affidavit required by subsection 42-323(2)a. Reclamation of mined-out lands shall commence within one year of cessation of mining operations, shall include revegetation as early as practical, and shall be completed by the county-approved date established for the specific site. The reclamation plan, and any updates thereto, are subject to audit by Escambia County, and the permit shall consent to provide any documentation or records, or to otherwise authorize any inspection required, for the purpose of such audit. The reclamation plan does not equate to a permit for the use set forth in the plan, nor does it grandfather or provide a vested right for that use.

Development Review Committee (DRC) Recommendation

Having completed development review of the **Pensacola Sandmine Pit,** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☑Approve The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

Donald R Mayo 5-27-15

Director, Development Services Department Date

GARY S. BISHOP, P.E.
6010 Jameson Circle
PACE, FL 32571
PHONE: (850) 712-7618 • FAX: (866) 631-9483
E-MAIL: grybishop@yahoo.com

EXHIBIT
A

Pensacola Sands
Reclimation Plan Plan 4-3-15

I. The Existing Site History:

The existing site is a sand mine. The original parcel, the north west corner was originally begun as a borrow pit in 1950's. It was used in the construction of Interstate Highway 10. This borrow pit later became a dredge pit, owned and operated by Mr. Richard Clark. At a later date the the north east side was opened as a dredge pit by Mr. Billy Campbell. Still later Mr. Tony Green opened a dredge pit on the southern end of the current site. Mr. Clark later purchased the two later sand mines as one property. In 2006 RLF Baldwin purchased most of the mining area from Mr. Clark and they continue to operate it today. The total acrege of the site is 191.61 acres. The permitted dredge pond is 142.31 acres. There is some land, as shown in the attached site plan that is above the water surface.

II. The Site Operation and Expected Life:

The original dredging operations carried out by the original owners were with shallow dredges going down only about ten feet. This sand is being depleted and RLF Baldwin will soon be employing a deeper dredging method that will allow them to mine all the way down to the confining layer, estimated to be almost 40 feet. This site using this deeper dredging method will last many more decades. When the sand is finally depleted and mining operations cease the current lake will remain.The site is completely enclosed by a fence with locking gates. There are "no trespassing" signs in place. Additional signs will be added in order to comply with the counties new ordinance.

III. The Site Reclamation Plan:

This site when closed there will remain a man made lake. Most of the required 2 to 1 side slopes are presently in place and as such much of the site is currently ready for immediate closure. There are a few parcels adjacent to the existing lake that are not owned by RLF Baldwin. These parcels will not be part of RLF Baldwin's reclamation. The side slopes that are not at a 2 to 1 slope will be excavated into that configuration before final closure as part of the continuing sand mining process. When the sand is finally depleted and mining operations cease the lake with 2 to 1 or less side slopes will remain. These slopes will be seeded with native grasses. This site, should not have any additional closure requirements or costs.

GARY S BISHOP
LICENSE
No. 25357
STATE OF FLORIDA
PROFESSIONAL ENGINEER

EXHIBIT
B

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

Project: Pensacola Sandmine Pit
Location: 1100 Capital Blvd
Development Review #: PRP140800029
Property Reference #: 24-1S-30-21002-001-001
See Devpment Order for Others

Future Land Use: I
Zoning District: HC/LI
Flood Zone: X

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit #_____, as amended by Site Plan Resource Extraction Development Order #PRP140800029.

2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.

4. **Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C& DD operations and/or LCD operations.**

5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.

6. The date of issuance of this permit is the ____ day of May, 2015, and the effective date is February 19, 2015. The expiration date of this permit is February 18, 2020.

_____
County Staff Designee *(Please Print)*

_____
Signature(s)

I acknowledge receipt of this permit on the _____day of _____, 2015.

_____
Property Owner(s) *(Please Print)*

_____
Signature

EXHIBIT

tabbies

C

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ANNUAL AFFIDAVIT OF COMPLIANCE

This Annual Affidavit of Compliance is made to the Escambia County Board of County Commissioners pursuant to Section _____, Escambia County Code of Ordinances, under oath and subject to the penalties prescribed for perjury.

I, _____ (name), as _____(title) of _____(name of corporation), do hereby attest and affirm:

1. The property located at _____ (address) is owned and operated by the above-referenced corporation as a borrow pit/resource extraction facility.

2. A summary of the operations and activities occurring on the site during the previous year is attached as Exhibit "A".

3. The percentage of the usable site that has been excavated is _____ percent.

4. The estimated remaining life span for permitted activities on the site is _____ years.

5. During the previous year, the site has been operated in compliance with the owner's permits and the Escambia County Code of Ordinances, except for the following:

_____
_____
_____
_____

FURTHER AFFIANT SAYETH NAUGHT.

Dated this _____ day of _____, 2015

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
Signature

_____
Printed Name

_____
Title

_____
Name of Corporation

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 2015, by _____(name) as_____(title) of _____ (name of corporation), on behalf of the corporation. He/she ( ) is personally known to me, or ( ) has produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

Public Hearing Sign off Rolling Hill Rd.

Public Hearing Sign off Capitol Blvd.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8366 **Growth Management Report** **13. 9.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/07/2015
Issue: 5:52 p.m. - A Public Hearing - Issuance of Operational Permit for Resource Extraction for Bankhead Drive Site/East Fence Borrow Pit
From: Horace Jones, Department Director
Organization: Development Services

RECOMMENDATION:

5:52 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Bankhead Drive Site/East Fence Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Bankhead Drive Site/East Fence Borrow Pit.

BACKGROUND:

At the February 19, 2015, Board of County Commissioners (BCC) Regular Meeting, the BCC unanimously approved adopting (*by Ordinance Number 2015-5*) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (*submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years*); (*incorporate the grandfathering provisions provided in the Errata Sheet and*) strike all reference to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet. Furthermore, the BCC stated that approval of the borrow pit "does not guarantee a reclamation permit for the future."

Article VIII. - Borrow Pits and Reclamation, Section 42-323, Requirements and permits., of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires a Public Hearing to obtain the permit.

Article VIII.- Borrow Pits and Reclamation, Section 42-324, Scope and compliance., of the Escambia County Code of Ordinances (Ordinance Number 2015-5), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with **Chapter 42, Article VIII, Borrow Pits and Reclamation** of the Code of Ordinances of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Development Services Department will issue an operational permit for resource extraction only for Bankhead Drive Site/East Fence Borrow Pit.

Attachments

02-18-2015 - E-Mail from Alison Rogers to Commissioners

Development Order

Public Hearing Sign

From: Alison A. Perdue
Sent: Wednesday, February 18, 2015 4:26 PM
To: District1; Wilson B. Robertson; District2; Doug Underhill; District3; Lumon J. May; District4; Grover C. Robinson; District5; Steven L. Barry
Cc: Jack R. Brown; Horace L Jones; Pat T. Johnson; KEITH T. WILKINS; Dianne C. Simpson
Subject: grandfathering
Attachments: grandfatheringpits.docx

Commissioners,

As a follow-up to the conversation from the last Board meeting relative to grandfathering of existing pit operations, attached find proposed language that I will distribute as an errata sheet for both the LDC and for the ch. 42 borrow pit ordinance public hearings. I invite you to distribute to whomever you feel may be interested in the issue. Mr. Rigby, who raised this issue at our last meeting, is aware of this language. I am not sure if he will have additional comments tomorrow or not.

Any questions, please get with me directly and do not respond to this email.

Alison

L. *Existing permitted and unpermitted activities.* Borrow pits, resource extraction and reclamation activities existing and in operation prior to August 22, 2014, or permitted prior to that date, shall be grandfathered (or vested) in accordance with the following regulations.

1. *Lawful nonconforming activities existing prior to June 2, 2005*. Ordinance 2005-18 was adopted on June 2, 2005. Borrow pits, resource extraction and reclamation activities existing and in operation prior to June 2, 2005 became lawful nonconforming land uses on June 2, 2005. Such land use activities were and are subject to the provisions of Article 9 of the Land Development Code. Local permits are required and to the extent these facilities and land use activities are not grandfathered and do not already comply with applicable regulations, they shall have 180 days from the date this ordinance is approved to comply. Extensions for extenuating circumstances may be approved by the County Administrator or the County Administrator's designee on a case-by-case basis.

2. *Unpermitted existing activities*. Borrow pit, resource extraction and reclamation activities created on or after June 2, 2005 that were otherwise in a zoning district that authorized the land use activity as either a permitted or conditional use, and which made application for either permitting or a development order prior to August 22, 2014, shall obtain and will be considered for a local permit to operate consistent with their current and historical use of the property. The technical conditions of the permit shall be addressed on a case-by-case basis, which will include consideration of the nature and history of the activity to be permitted and the length of time the activity has been ongoing; however, the permit conditions will include compliance with this article to the extent feasible. Facilities qualifying to request treatment pursuant to either section L.1 or L.2 may choose either.

3. *Permitted existing activities*. The grandfathered status and vested rights of operators and owners of borrow pits, resource extraction and reclamation activities that held a current and active development order or other permit issued by the County prior to August 22, 2014, are to obtain local permits upon approval of this section and are to be addressed on a case-by-case basis that will include consideration of the specific wording of the previously approved development order, permit and any other land use approval issued by the County relating to the operation of the borrow pit, resource extraction or reclamation activity. Previously permitted or approved performance standards remain in effect, except where the County determines the public health, safety and welfare dictates the current standard apply.

4. In no event shall the application of any revision to the Land Development Code relating to an activity that falls within the coverage of subsection L be so severe as to make the permitted activity either economically infeasible or to impose an inordinate burden on the land use activity, as such inordinate burden is defined in Section 70.001, Fla. Stat.

SITE PLAN

RESOURCE EXTRACTION DEVELOPMENT ORDER
with Concurrency Certification

"Borrow Pits and Reclamation Activities"

Project: Bankhead Drive/East Fence Pit
Location: 5225 Bankhead Drive
Development Review #: PRP140800030
Future Land Use: MU-S
Zoning District: LDR
Flood Zone: X
Property Reference #: 26-1S-31-3201-002-001, 000-001; 261S313200000001, 381S312200000000, 000001; 381S312201000000, 000001; 381S312300000000

Exhibit A: Reclamation Plan
Exhibit B: Resource Extraction Permit
Exhibit C: Annual Compliance Affidavit

PROJECT DESCRIPTION

This Development Order is to satisfy the site plan and review requirements of Ordinance Number 2015-5 (bringing existing borrow pits into compliance with Escambia County Land Development Code). This Approved Resource Extraction Development Order also includes the County resource extraction permit for Bankhead Drive Pit with man made lakes proposed as their future reclamation. The project description is the development of a 68-acre site as a compliance borrow pit with subsequent reclamation as proposed by attached Exhibit A.

STANDARD PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. The county resource extraction permit, associated with this Development Order, shall be valid for five years following approval any may be renewed upon application by the permittee and approval by the Board of Commissioners. As a condition of obtaining and maintaining a county resource extraction permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. This approved and amended Development Order and Reclamation Plan by BCC does not confirm, guarantee or imply any authorization of any C&DD or LCD activities or permits. A new Land Use Approval and/or permit application shall be required with Reclamation activities and operations at a duly advertize public hearing.

4. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein.

5. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.

6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.

7. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, and the Land Development Code, Section 7.07.00, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.

8. **Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioners must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is *not***

obtained then this Development Order shall automatically terminate and be rendered null and void.

9. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition (LDC 7.07.07.J).

10. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that require trucks and heavy equipment to traverse **through residential areas as their only access path to pit operations** are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday thru Friday and between 8:00 a.m. and 2:00 p.m. on Saturday (See section 7.11.09). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

11. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that access their operations **without traversing through residential areas** (i.e., via principal and minor arterial roadways) are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Saturday** (See section 7.11.019). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

12. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.

13. Any new activity, such as borrowing, mining, etc., shall require side slopes to be no greater than 2:1, unless a professional engineer or professional geologist certifies that the angle of repose exceeding this reaction will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.

14. This approval does not authorize or imply authorization of any negative impact to adjacent properties. Any increase of the stormwater runoff and/or sediment shall be kept within boundaries of the developed property(s).

15. The reclamation plan for mined-out lands shall be consistent with federal and state reclamation standards (particularly those referenced in subsection 42-323(2)a, shall comply with any performance standards required by the Escambia County Land Development Code, and shall be consistent with the intended post-mining land use. The plan shall provide for reclamation activities to be completed in a timely manner and sequence per the terms of the required development order. A permitee shall submit reclamation plan updates to Escambia County whenever it makes a material change to its reclamation plan, but no less than annually when it submits the affidavit required by subsection 42-323(2)a. Reclamation of mined-out lands shall commence within one year of cessation of mining operations, shall include revegetation as early as practical, and shall be completed by the county-approved date established for the specific site. The reclamation plan, and any updates thereto, are subject to audit by Escambia County, and the permit shall consent to provide any documentation or records, or to otherwise authorize any inspection required, for the purpose of such audit. The reclamation plan does not equate to a permit for the use set forth in the plan, nor does it grandfather or provide a vested right for that use.

Development Review Committee (DRC) Recommendation

Having completed development review of the **Bankhead Drive Pit,** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☑Approve The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

Director, Development Services Department — Date: 5-27-15

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

Project: Bankhead Drive Pit
Location: 5225 Bankhead Drive
Development Review #: PRP140800030
Property Reference #: 26-1S-31-3201-002-001
See Devpment Order for Others

Future Land Use: MU-S
Zoning District: LDR
Flood Zone: X

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit #_____, as amended by Site Plan Resource Extraction Development Order #PRP140800030.

2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.

4. **Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C& DD operations and/or LCD operations.**

5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.

6. The date of issuance of this permit is the ____ day of May, 2015, and the effective date is February 19, 2015. The expiration date of this permit is February 18, 2020.

_____
County Staff Designee *(Please Print)*

_____
Signature(s)

I acknowledge receipt of this permit on the _____day of _____, 2015.

_____
Property Owner(s) *[Please Print)*

_____
Signature

GARY S. BISHOP, P.E.
6010 Jameson Circle
PACE, FL 32571
PHONE: (850) 712-7618 • FAX: (866) 631-9483
E-MAIL: grybishop@yahoo.com

EXHIBIT
A

East Fence Reclamation Plan 4-3-15

I. The Existing Site History:

The existing site is a sand mine. The site originally owned by Mr. Richard Clark was acquired by RLF Baldwin in 2006 and they continue to operate it today. Originally Mr. Clark operated the current site as three distinct operations. Today they are operated as a single borrow pit. The southernmost parcel is a pan shaped piece with the pan handle being a narrow piece whose entrance was off of East Fence Road. The larger pan was operated as a dredge pit, however no dredging has taken place for approximately fifteen years, even though the DEP permit has remained current. This site still has some areas that can be used as a borrow pit. The next parcels are the middle and north parcels. These parcels were never operated as dredge pits. These parcels are still being used exclusively as a borrow pits. These two parcels are both rectangular shaped. The northern most parcel was excavated and it was issued a FDEP C & D Permit, but it was never opened because an Escambia County permit was not obtained. The total acreage of the entire site is 63 acres.

II. The Site Operation and Expected Life:

The original dredging operations carried out in the south parcel by the original owner has been closed down for approximately fifteen years, but the FDEP permit has been kept current. This current FDEP permit includes all three parcels. All three parcels sand is currently being excavated in to the water table by RLF Baldwin. The entire site is completely enclosed by a fence with locking gates. There are "no trespassing" signs in place. Additional signs will be added in order to comply with the counties new ordinance. The site will last at least ten more years and probably much longer.

III. The Site Reclamation Plan:

This site when closed will contain several manmade lakes. Most of the current side slopes are 2 to 1 or less and they will remain after closure. The side slopes that are not at a 2 to 1 slope will be excavated into that configuration before final closure as part of the continuing sand mining process. On the southern parcel there are nearly vertical slopes along the east and west boundaries. This is where red sandy clay was excavated at

least forty years ago. Over time there has been no erosion along these steep slopes, therefore there are no plans to modify these existing structures. Any modification to these slopes could result in damage to them thereby creating a problem where none exists.

1

When the sand is finally depleted and mining operations cease the several lakes will remain. The northern most parcel was excavated with steep side slopes because it was to be filled with C & D waste. This site will require further excavation and shaping of the side slopes to achieve the 2 to 1 or less side slopes before it is ready for final closure. Because the land fill requirements were to maintain a least one hundred feet between the edge of the waste and the property boundary there should be adequate material on the parcel to shape the desired slopes. In all of the parcels there is excess sand available that will be mined and sold as the side slopes are developed. Therefore, there will be no further closure costs, because the excavation and sale of the sand will continue until the entire site is actually closed. The final slopes that remain will be seeded with native grasses.

GARY S BISHOP
LICENSE
No. 25357
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

EXHIBIT
B

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

Project: Bankhead Drive Pit
Location: 5225 Bankhead Drive
Development Review #: PRP140800030
Property Reference #: 26-1S-31-3201-002-001
See Devpment Order for Others

Future Land Use: MU-S
Zoning District: LDR
Flood Zone: X

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit #_____, as amended by Site Plan Resource Extraction Development Order #PRP140800030.

2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.

4. **Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C& DD operations and/or LCD operations.**

5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.

6. The date of issuance of this permit is the ____ day of May, 2015, and the effective date is February 19, 2015. The expiration date of this permit is February 18, 2020.

_____
County Staff Designee *(Please Print)*

_____
Signature(s)

I acknowledge receipt of this permit on the _____day of _____, 2015.

_____
Property Owner(s) *(Please Print)*

_____
Signature

EXHIBIT

C

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ANNUAL AFFIDAVIT OF COMPLIANCE

This Annual Affidavit of Compliance is made to the Escambia County Board of County Commissioners pursuant to Section _____, Escambia County Code of Ordinances, under oath and subject to the penalties prescribed for perjury.

I, _____ (name), as _____(title) of _____(name of corporation), do hereby attest and affirm:

1. The property located at _____ (address) is owned and operated by the above-referenced corporation as a borrow pit/resource extraction facility.

2. A summary of the operations and activities occurring on the site during the previous year is attached as Exhibit "A".

3. The percentage of the usable site that has been excavated is _____ percent.

4. The estimated remaining life span for permitted activities on the site is _____ years.

5. During the previous year, the site has been operated in compliance with the owner's permits and the Escambia County Code of Ordinances, except for the following:

_____
_____
_____
_____

FURTHER AFFIANT SAYETH NAUGHT.

Dated this _____ day of _____, 2015

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
Signature

_____
Printed Name

_____
Title

_____
Name of Corporation

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 2015, by _____(name) as_____(title) of _____ (name of corporation), on behalf of the corporation. He/she ( ) is personally known to me, or ( ) has produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

NOTICE OF
PUBLIC HEARING
BOARD OF COUNTY COMMISSIONERS
RESOURCE EXTRACTION
PERMIT
CASE NO: PRP140800030
DATE: 07/07/15 TIME: 5:52 PM
LOCATION OF HEARING
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE
FIRST 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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8405 **Growth Management Report** **13. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 07/07/2015
Issue: Schedule of Public Hearings
From: Horace Jones, Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

A. July 23, 2015

1. 5:45 p.m. - A Public Hearing - Small Scale Amendment 2015-04 - North Beverly Parkway

2. 5:46 p.m. - A Public Hearing - Small Scale Amendment 2015-05 - South Beverly Parkway

3. 5:47 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility - Fenwick Pit

4. 5:48 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility - Devine Farms Pit

B. August 6, 2015

5:45 p.m. - A Public Hearing - Minimum Lot Size in LDR Ordinance (1 of 2 public hearings)

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8441 **County Administrator's Report** **13. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2015
Issue: Disposition of Property
From: David Stafford, Supervisor of Elections
Organization: Escambia County Super. of Elections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the Request for Disposition of Property Form for the Supervisor of Elections Office, for property which is listed on the Disposition Form, to be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County established policy for disposing of surplus or obsolete property.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with BCC policy B- 1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Property Disposition

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Supervisor of Elections COST CENTER NO: 550101

David H. Stafford DATE: 06/15/2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-595-3900 ext 4507

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	48787	FORD SUV	1FMZU62X7YUB64712	EXPLORER	2000	FAIR

Disposal Comments:

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: 06/15/2015

FROM: Escambia County Department Director (Signature):

Director (Print Name): David H. Stafford

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-8473 **County Administrator's Report** **13. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2015
Issue: Request for Disposition of Property
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

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

That the Board approve the seven Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Disposition Forms, with reasons for disposal stated.

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 no use to the County, and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Request for Disposition of Property Forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

James Adam Harrison DATE: 6/18/2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): James Adam Harrison Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	54607	Treadmill	05-93314H	TTZ700	2005	Broken
N	502031	Lightbar	N/A	SVS4801	1999	Out Dated
N	502101-001	Lightbar	N/A	N/A	2000	Out dated
N	500836	Extrication tool	N/A	H-80	1990	Poor
N	54617	Treadmill	05-94260I	TTZ700	2005	Broken
N	53176	Camera Digital	212700201298	900A001AA	2004	Out Dated

Disposal Comments: The treadmills are broken and to costly to fix. All other listed equipment is out dated and in poor condition.

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: 6/23/15

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver, Public Safety

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: Public Safety/Fire COST CENTER NO: 330206

James Adam Harrison DATE: 6/18/2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	50834	Honda Generator	EA7-4127609	ES5000	2002	Poor
N	501882	Generator		4500EHD	1996	Poor
N	500601	Generator	1032268	EM5000	1990	Poor
N	502001	Generator			1998	Poor
N	54930	6.5 Honda Hyd. Generator	F65161	7000W	2006	Traded

Disposal Comments: The 6.5 Honda hyd. Generator was traded in on newer equipment. The other generators are beyond their service life.

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: 6/23/15

FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver, Public Safety

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: Public Safety/Fire COST CENTER NO: 330206

James Adam Harrison DATE: 6/18/2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): James Adam Harrison Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	502222	Ford F150 Truck	1FTRX18L8INB97818	F150	2001	Poor
N	502112	Ford Crown Vic.		Crown Viv		Bad
N	501975	1998 Crown Vic.	2FAFP7IWIWX155707	Crown Vic	1998	Poor
N	502101	Sedan	2FAFP7IW8YX156470	Crown Vic	2000	Poor

Disposal Comments: These vehicles are located at the Fleet Garage and are being prepared for auction.

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: 6/23/15

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver, Public Safety

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: Public Safety/Fire COST CENTER NO: 330206

James Adam Harrison DATE: 6/18/2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): James Adam Harrison Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	58068	Portable 800 Radio	687CJ21732	XTS 1500	2009	N/A
N	58070	Portable 800 Radio	687CJ21734	XTS 1500	2009	N/A
N	58073	Portable 800 Radio	687CJ21737	XTS 1500	2009	N/A
N	58072	Portable 800 Radio	687CJ21736	XTS 1500	2009	N/A
N	08076	Portable 800 Radio	687CJ21740	XTS 1500	2009	N/A

Disposal Comments: These radios were given to use by the City Fire Department. They are no longer needed on the inventory list.

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: 6/23/15

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver, Public Safety

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: Public Safety/Fire COST CENTER NO: 330206

James Adam Harrison DATE: 6/18/2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	58179	Lattitude D610 Laptop	BD073B1	D610	2008	Poor
N	50989	Computer Desktop	DP8FK11	GX150	2002	Poor
N	58186	Lattitude 610 laptop	F3BL3B1	D610	2008	Poor
N	56894	Optiplex 745	F72P3F1	Optiplex 745	2008	Poor
N	53051	Computer Laptop	JVMPY41		2004	Poor
N	53720	Laptop Computer	6846Y61	D505	2005	Poor

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): F. Robinson

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 23 Jun 15 Information Technology Technician Signature: F. Rob

Date: 6/23/15

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver, Public Safety

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: Public Safety/Fire COST CENTER NO: 330206

James Adam Harrison DATE: 6/18/2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	049713	Computer Laptop	80DJL01	C600	2001	Poor
N	54725	Computer	12DQ691	GX620	2006	Poor
N	58177	Lattitude 610 laptop	BB073B1	D610	2008	Poor
N	502007	PC Computer	0010995620	GP350	1998	Poor
N	502137	Computer Laptop	OGKSA21774	Thoughbook27	2000	Poor
N	55775	Optiplex 745 computer	DG51PC1	Optiplex745	2007	Poor

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): F. ROBINSON

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 23 JUN 15 Information Technology Technician Signature: _____

Date: 6/23/15

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver, Public Safety

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: Public Safety/Fire COST CENTER NO: 330206

James Adam Harrison DATE: 6/18/2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	56393	Optiplex 745	JMW9CD1	Optiplex 745	2007	Poor

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): E. Robinson

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 28 JUN 15 Information Technology Technician Signature: E. Ro

Date: 6/23/15

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver, Public Safety

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-8219 **County Administrator's Report** **13. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2015
Issue: Vehicle Weight Restriction - N. Highway 95A And On W. Pinestead Road
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Vehicle Weight Restriction on North Highway 95A and on West Pinestead Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a vehicle weight restriction on North Highway 95A and West Pinestead Road:

A. Adopt the Resolutions imposing the following regulations governing the movement of traffic and load and weight limits, implemented by the County Engineer, in accordance with Ordinance 2003-26:

1. Vehicle Weight Restriction on North Highway 95A from Highway 97 to North Highway 29 - no trucks in excess of 10,500 pounds gross vehicle weight, except trucks servicing or having business within the described area;

2. Vehicle Weight Restriction on West Pinestead Road from Pensacola Boulevard (US Hwy 29) to end of road - no trucks in excess of 10,500 pounds gross vehicle weight, except trucks servicing or having business within the described area;

B. Acknowledge that any current prohibition exemption letters issued by the County are to be null and void; and

C. Authorize the Chairman to sign the Resolutions.

BACKGROUND:

The Board is authorized under Sections 316.006 (3) (a, b), 316.008 (1) (m, n), 316.515 and 316.555 of the Florida Statutes (2004), to establish regulations on county roadways and streets.

Chapter 94, Article 1, Section 94-1 Escambia County Code of Ordinances authorizes the County Engineer to place limits on the size and/or class of vehicles on county roadways and streets. This authorization requires the County Engineer to file for Board ratification by Resolution, quarterly, a list of all limitation orders established under this section.

As a result of citizen complaints that heavy trucks utilize the above-referenced portions of N. Highway 95A and on W. Pinestead Road, County Transportation & Traffic Operations staff performed evaluations of roadway conditions and determined that a vehicle weight restriction is recommended for public safety and convenience. Trucks weighing in excess of 10,500 pounds gross vehicle weight will continue to have access to Highway 29 (State Road 95) and Nine Mile Road (SR 10).

During the October 17, 2013, Committee of the Whole, Commissioner Barry requested that the Board take no action until after he and the previous Assistant County Administrator, Larry Newsom, met with Tommy Barfield, District Secretary, Florida Department of Transportation, on November 5, 2013, to discuss the installation of a fully-functioning traffic signal at the intersection of Highway 97 and Highway 29, relative to the October 10, 2013, C/W recommendation that the Board adopt a Resolution imposing a truck prohibition on Highway 95A, from Highway 97 to Highway 29.

Attached are three prohibition exemption letters. These will be null and void as a result of this Board action. However, please note that the weight restriction Resolution allows trucks and large vehicles servicing or having business within the described portions of roadway to use the roadway.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Resolutions.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Transportation & Traffic Operations staff has previously placed signs in conspicuous locations at each entrance to the locations described above. A copy of the Resolutions will be forwarded to the Sheriff's Department upon adoption.

Attachments

Resolution _ 95A
Resolution - W. Pinestead
Previous Exemption ltrs
Map_Hwy 95A
Map_Pinestead

RESOLUTION R2015-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING A VEHICLE WEIGHT RESTRICTION ON NORTH HIGHWAY 95A FROM HIGHWAY 97 TO NORTH HIGHWAY 29; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners ("Board") is authorized under §316.006(3), §316.008(1), and §316.555, Florida Statutes, when necessary, to establish restrictions on load and weight of vehicles on certain roads for public safety and convenience; and

WHEREAS, the County Engineer, acting on behalf of the Board, is authorized under Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to place restrictions on load and weight of vehicles using certain roads and to erect signs conforming to the manual and specifications of the Department of Transportation; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, County staff conducted evaluations of traffic conditions upon North Highway 95A and determined that a vehicle weight restriction is reasonable and necessary for public safety and convenience.

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

SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That a prohibition upon vehicles in excess of 10,500 pounds gross vehicle weight is hereby established, except for vehicles servicing or having business within the described portions of said road, as follows: North Highway 95A from Highway 97 to North Highway 29.

SECTION 3. That County staff previously posted notice of the restriction in conspicuous locations at terminals of all intermediate crossroads and road junctions with the portions of said road to which the restriction shall apply.

SECTION 4. That this restriction shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners.

ADOPTED this ____ day of _____ , 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 6/19/15

RESOLUTION R2015-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING A VEHICLE WEIGHT RESTRICTION ON WEST PINESTEAD ROAD FROM PENSACOLA BOULEVARD (US HWY 29) TO THE WEST OF THE ROAD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners ("Board") is authorized under §316.006(3), §316.008(1), and §316.555, Florida Statutes, when necessary, to establish restrictions on load and weight of vehicles on certain roads for public safety and convenience; and

WHEREAS, the County Engineer, acting on behalf of the Board, is authorized under Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to place restrictions on load and weight of vehicles using certain roads and to erect signs conforming to the manual and specifications of the Department of Transportation; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, County staff conducted evaluations of traffic conditions on West Pinestead Road and determined that a vehicle weight restriction is reasonable and necessary for public safety and convenience.

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

SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That a prohibition upon vehicles in excess of 10,500 pounds gross vehicle weight is hereby established, except for vehicles servicing or having business within the described portions of said road, as follows: West Pinestead Road from Pensacola Boulevard (US Hwy 29) to west end of road.

SECTION 3. That County staff previously posted notice of the restriction in conspicuous locations at terminals of all intermediate crossroads and road junctions with the portions of said road to which the restriction shall apply.

SECTION 4. That this restriction shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners.

ADOPTED this ____ day of _____ , 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/27/15

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Transportation & Traffic Operations
1190 W. Leonard Street
Pensacola, FL 32501
Phone (850)595-3404
Fax (850)595-3405
www.myescambia.com

Larry Newsom
Division
Manager

November 4, 2009

Ms. Kay Campbell
2222 Highway 95A North
Cantonment, FL 32533

RE: CR 95A Truck Prohibition exemption for the following Freight or Hauling Companies located on CR 95A:

C&C Hauling and American Concrete Supply

Dear Ms. Campbell:

In discussions with you and understanding the service routes locations and to promote safe movement of your commercial vehicles Escambia County wants to ensure you and your drivers ***shall be exempt*** from all truck restriction established on the north portion of CR 95A between US 29 and SR 97 (Atmore Highway). The truck prohibition, as defined by resolution, allows trucks and large vehicles servicing or having business on this section of road to use it. Allowing trucks or oversized vehicles to continue cut-through use of this section of roadway for avoidance can add additional maintenance costs that can be used elsewhere in the county. This action is in compliance with rules and regulations established by the Department of Commerce.

If you have any questions or need additional information, please feel free to contact me at 595-3437.

Sincerely,

Larry Newsom, Division Manager
Transportation & Traffic Operations

LMN/DKM/we

c: Commissioner Kevin White, District 5

9/03-15/15

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Transportation & Traffic Operations
1190 W. Leonard Street
Pensacola, FL 32501
Phone (850)595-3404
Fax (850)595-3405
www.myescambia.com

Larry Newsom
Division
Manager

January 25, 2010

Mr. James M. Kimmons
3650 Crabtree Church Road
Molino, FL 32577

RE: CR 95A Truck Prohibition exemption for the following Freight or Hauling Companies located on CR 95A:

Kimmons Trucking, Inc

Dear Mr. Kimmons:

In discussions with you and understanding the service routes locations and to promote safe movement of your commercial vehicles Escambia County wants to ensure you as a commercial driver ***shall be exempt*** from all truck restriction established on the north portion of CR 95A between US 29 and SR 97 (Atmore Highway). The truck prohibition, as defined by resolution, allows trucks and large vehicles servicing or having business on this section of road to use it. Allowing trucks or oversized vehicles to continue cut-through use of this section of roadway for avoidance can add additional maintenance costs that can be used elsewhere in the county. This action is in compliance with rules and regulations established by the Department of Commerce.

Escambia County is working with the FDOT staff for the installation of a traffic signal at the intersection of U.S. 29 and SR 97, pending analysis. In the event of the signal installation, no exemptions will be granted. If the signal fails to meet FDOT warrants, the truck prohibition will be removed.

If you have any questions or need additional information, please feel free to contact me at 595-3437.

Sincerely,

Larry Newsom, Division Manager
Transportation & Traffic Operations

LMN/we

c: Commissioner Kevin White, District 5

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Transportation & Traffic Operations
1190 W. Leonard Street
Pensacola, FL 32501
Phone (850)595-3404
Fax (850)595-3405
www.myescambia.com

Larry Newsom
Division
Manager

October 27, 2009

Mrs. Kimmons
3650 Crabtree Church Road
Molino, FL 32577

RE: CR 95A Truck Prohibition

Dear Mrs. Kimmons:

This letter is in response to your concerns for the truck prohibition on County Road 95A between State Road 97 and U.S. Highway 29 (US 29). This office received a complaint that large trucks were using this section of County Road 95A (CR 95A) instead of US 29 which is just west of CR 95A. Our initial evaluation and subsequent review based on your request did not find any compelling reason for trucks to use this section of CR 95A based on other area roadways. The truck prohibition, as defined by resolution, allows trucks and large vehicles servicing or having business on this section of road to use it. Allowing trucks or oversized vehicles to continue cut-through use of this section of roadway can add additional maintenance costs that can be used elsewhere in the county. This action is in compliance with rules and regulations established by the Department of Commerce.

This prohibition was implemented to discourage trucks from using CR 95A which is designated as a "Rural Major Collector" roadway and to encourage use of US 29 which is designated as a "Rural Principal Arterial" roadway. Collector roadways are designed to collect traffic from surrounding residential and commercial areas and distribute this traffic to arterial roadways. US 29 is a four lane divided highway with a sturdy subsurface, thick asphaltic surface and is obviously a more appropriate roadway than CR 95A for large, heavy trucks.

If you have any questions or need additional information, please feel free to contact me at 595-3437.

Sincerely,

Larry Newsom, Division Manager
Transportation & Traffic Operations

LMN/DKM/we

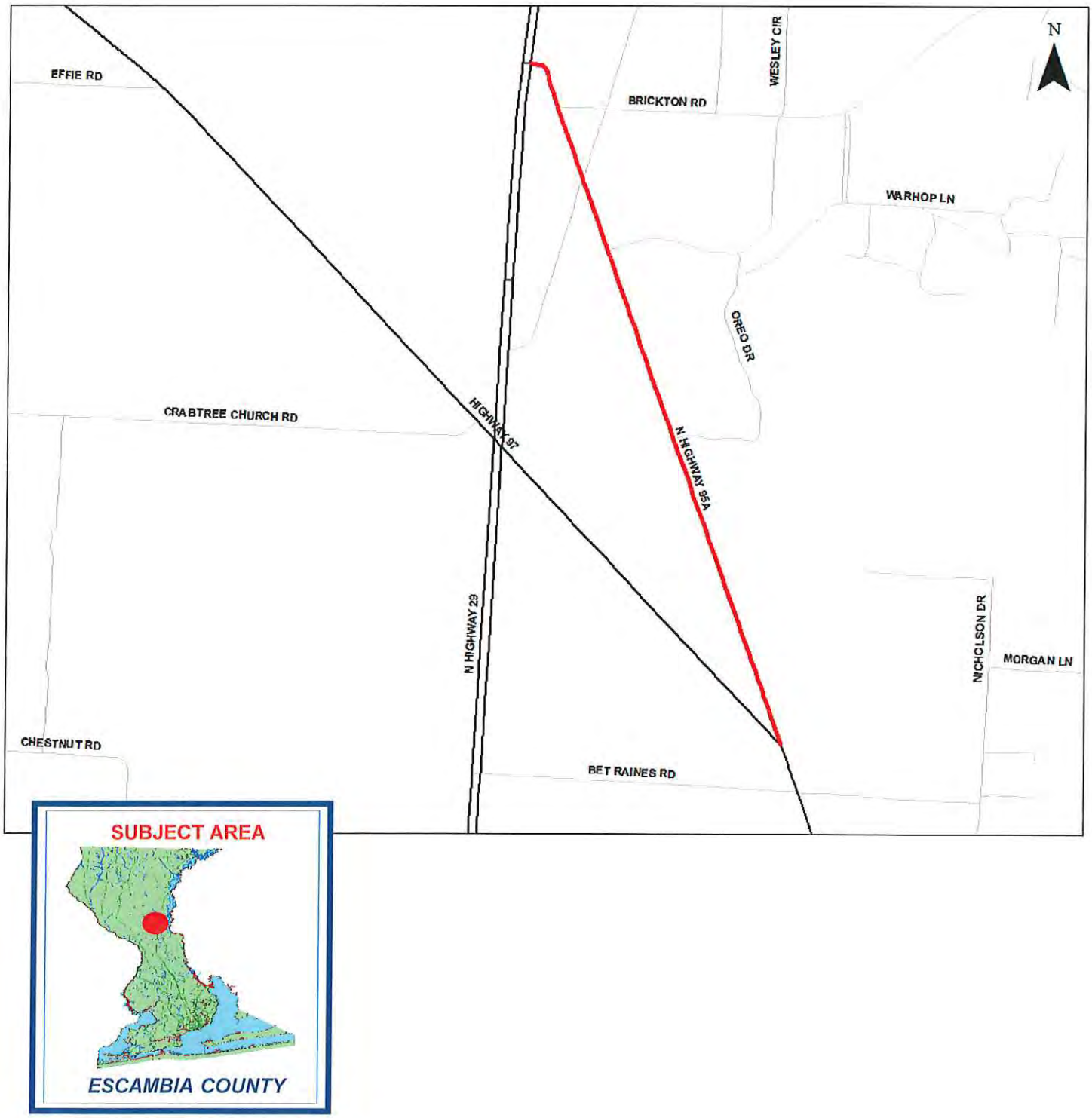
c: Commissioner Kevin White, District 5
Wes Moreno, Deputy Bureau Chief, Public Works
Dennis Moxley, Program Manager, Transportation & Traffic Operations

LOCATION MAP

Truck Prohibition

N. HIGHWAY 95A

Highway 97 – N. Highway 29

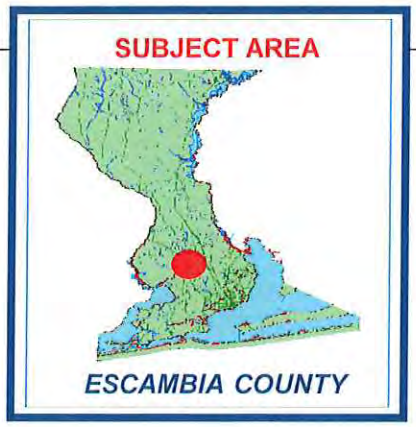


LOCATION MAP

Truck Prohibition

W. Pinestead Rd

Pensacola Blvd (US Hwy 29) – West End of Road



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8282 **County Administrator's Report** **13. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2015
Issue: Contract Extension for PD 10-11.049 Custodial Services for County Buildings
From: David Wheeler, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Extension on the Custodial Services for County Buildings Contract - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the Custodial Services for County Buildings Contract PD 10-11.049:

A. Approve the second twelve-month Contract extension, effective October 1, 2015, to American Facility Services, Inc.; and

B. Authorize the Chairman to sign all related documents.

[Funding: Facilities Management-Custodial: Fund 001, General Fund, Cost Center 310202, Object Code 53401; Employee Health Clinic: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 53401; Roads and Bridges-Administration: Fund 175, Transportation Trust Fund, Cost Center 210401, Object Code 53401; Solid Waste-Administration: Fund 401, Solid Waste Fund, Cost Center 230301, Object Code 53401; Solid Waste-Recycling: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 53401; Solid Waste-Operations: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 53401; Solid Waste-Palafox Transfer Station: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 53401]

BACKGROUND:

On August 4, 2011 the Board awarded the Custodial Services for County Buildings, Contract PD 10-11.049 to American Facility Services, Inc. for a term of three (3) years , effective October 1, 2011, with an option to renew for three (3) successive twelve (12) month periods.

The first twelve (12) month renewal option was executed effective October 1, 2014. The contract manager is requesting to exercise the second twelve (12) month extension to be

effective October 1, 2015. American Facility Services, Inc. has agreed to offer the same terms and conditions with no price increase.

The Board has requested that contract extensions be brought to the Board for approval.

BUDGETARY IMPACT:

[Funding: Facilities Management-Custodial: Fund 001 General Fund, Cost Center 310202, Object Code 53401; Employee Health Clinic: Fund 501 Internal Service Fund, Cost Center 150108, Object Code 53401; Roads and Bridges-Administration: Fund 175 Transportation Trust Fund, Cost Center 210401, Object Code 53401; Solid Waste-Administration: Fund 401 Solid Waste Fund, Cost Center 230301, Object Code 53401; Solid Waste-Recycling: Fund 401 Solid Waste Fund, Cost Center 230306, Object Code 53401; Solid Waste-Operations: Fund 401 Solid Waste Fund, Cost Center 230314, Object Code 53401; Solid Waste-Palafox Transfer Station: Fund 401 Solid Waste Fund, Cost Center 230307, Object Code 53401]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the code of Ordinances of Escambia, FL 1999, Chapter 46, Finance, Article II, Purchase and Contracts. The Board has requested that contract extensions be brought to the Board for approval.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Extension Acceptance Letter

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE \$ 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
TELEFAX (850) 595-4805
http://www.co.escambia.fl.us/purchasing

CLAUDIA SIMMONS
Chief, Purchasing

June 12, 2015

RE: CONTRACT RENEWAL Specification PD 10-11.049, "Custodial Services for County Buildings Contract, Escambia County".

Kevin McCann, President
American Facility Services, Inc.
1325 Union Hill Industrial Court, Ste: A
Alpharetta, GA 30004

TEL: (770) 740-1613
FAX: (770) 475-7720

Dear Mr. McCann:
The Contract Agreement, **Custodial Services For County Buildings, Solicitation Bid, "PD 10-11-049,** has been successfully executed by both Parties, for the past Thirty-six (36) months.

Escambia County, is presently requesting to extend the present **Contract Agreement,** for an additional **Twelve (12) month period** for a total of **Sixty (60) months,** upon the mutual agreement of Both Parties, with the original Terms of the Agreement. The current awarded period on the above referenced contract is due to expire on **September 30, 2015.**

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested, or not on extending the contract for **Twelve (12) months.** I will need the signed letter (original) by returned by mail, and email, not later than **3:30 p.m., CST, June 26, 2015.**

If you have any questions, please feel free to call **Lester L. Boyd, at 595-4944 (fax: 595-4805).**

Sincerely,

Lester L. Boyd
Purchasing Specialist
LLB/llb

Cc: David W. Wheeler, CFM Director:

I want to extend the current contract **PD 10-11.049, "Custodial Services For County Buildings Contract ", for Escambia County** for an additional **Twelve (12) months period** at the same terms and conditions.

X Yes ___ No

Signature

6/15/2015
Date

Kevin McCann
Printed Name of Signer

President
Title of Signer

Comments: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8476 **County Administrator's Report** **13. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2015
Issue: Purchase Order in Excess of $50,000
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Fiscal Year 2014/2015 Purchase Order in Excess of $50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of a Purchase Order, in the amount of $67,375, to Everbridge, Inc. (Vendor Number 420297), for the subscription period of July 1, 2015, through June 30, 2016, to provide unlimited mass notification to thousands of citizens within minutes.

[Funding: Fund 001, General Fund, Cost Center 330402, Emergency Management, Object Code 55401, Subscriptions and Memberships; and Fund 110, Other Grants and Projects Fund, Cost Center 330413, Emergency Management Performance Federal Grant, Object Code 55401, Subscriptions and Membership]

BACKGROUND:

In October 2014, Escambia County Public Safety Department entered into an subscription agreement for a period of eight months with Everbridge, Inc., for an Integrated Emergency Notification System with an option to extend the contract for four additional 12- month periods after obtaining three written quotes.The contract's initial term is due to expire midnight, June 30, 2015. The recommendation is the result of a mutual agreement between the parties to exercise the option to extend the subscription services agreement for the first of the 12-month periods.

Emerald Coast Utilities Authority, Gulf Power Company, International Paper, Florida Department of Health in Escambia County, and Ascend Performance Materials Operations, LLC, each agree to reimburse Escambia County $11,229.16 for their share of the cost with a total reimbursement of $56,145.80.

BUDGETARY IMPACT:

The annual cost of this subscription ($67,375) is available in Fund 001 (General Fund) and Fund 110 (Other Grants and Projects).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia COunty, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will extend the current agreement and issue Purchase Order.

Attachments

Everbridge Renewal Quote
Cost Share Invoices
Documentation for Quotations

---

everbridge

500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00016406
Confidential

Prepared for: John Dosh
Escambia County
6575 North "W" Street
Pensacola, FL 32502
(850) 471-6409
jsdosh@co.escambia.fl.us

Quotation Date: June 2, 2015
Quote Expiration Date: June 30, 2015
Rep: Jenee Guadalupe
(781) 373-9825
jenee.guadalupe@everbridgemail.com

Contract Summary Information

Contract Period: 1 Year
Contract Optional Years: 3 Years
Contract Start Date: July 1, 2015
Contract End Date: June 30, 2016

MN Contacts up to: 356,000
MN Households up to: 137,500

ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

Service	Fee Type	Qty	Unit Price	Total Price
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	$67,375.00	$67,375.00
Everbridge IPAWS/WEA Notification	Recurring	1	$3,345.75	$0.00

PREMIUM FEATURES / USAGE

Service	Fee Type	Qty	Unit Price	Total Price
Everbridge Mass Notification Additional Organization	Recurring	4	$500.00	$0.00
Everbridge Open API (for Contact Integration)	Recurring	1	$2,500.00	$0.00

everbridge

500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00016406
Confidential

Pricing Summary:	
Year One Fees*:	$67,375.00
One-time Implementation and Set Up Fees:	$0.00
Total Year One Fees:	$67,375.00
Optional Year(s) Ongoing Annual Recurring Fees:	$67,375.00

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:

Authorized by Everbridge:

Signature	**Date**
Print Name	**Title**

To accept this quote, sign, date and return:

Authorized Signature	**Date** 6-17-15
Print Name JOHN S. DOSH	**Title** MANAGER

Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department

INVOICE

BILL TO	SHIP TO	
Stephen E. Sorrell, P.E., MPA Executive Director Emerald Coast Utilities Authority P.O. Box 15311 Pensacola, FL. 32514-0311	Escambia County Public Safety 6575 North W Street Pensacola, FL 32505 c/o John Dosh Emergency Management	Invoice # 0003 Invoice Date 6-15-2015 Customer ID

DATE	YOUR ORDER #	OUR ORDER #	SALESMAN	F.O.B.	SHIP VIA	TERMS	TAX ID
07-01-2015	Everbridge Access						

QTY	ITEM	UNITS	DESCRIPTION	DISCOUNT %	TAXABLE	UNIT PRICE	TOTAL
1	Everbridge	12 mo.	Reimbursement for equal share of Escambia County Emergency Notification System (Alert Escambia)	0		$11,229.16	$11,229.16

Subtotal	$11,229.16
Tax	0
Shipping	0
Miscellaneous	0
BALANCE DUE	$11,229.16

Make Check Payable to : Escambia County Board of County Commissioners

Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department

INVOICE

BILL TO	SHIP TO	
Gulf Power Company One Energy Place Pensacola, Florida 32520	Escambia County Public Safety 6575 North W Street Pensacola, FL 32505 c/o John Dosh Emergency Management	Invoice # 0001 Invoice Date 6-15-2015 Customer ID

DATE	YOUR ORDER #	OUR ORDER #	SALES REP.	F.O.B.	SHIP VIA	TERMS	TAX ID
7-01-2015	Everbridge Access						

QTY	ITEM	UNITS	DESCRIPTION	DISCOUNT %	TAXABLE	UNIT PRICE	TOTAL
1	Everbridge	12 mo.	Reimbursement for equal share of Escambia County Emergency Notification System (Alert Escambia)	0		$11,229.16	$11,229.16
			7/1/2015 – 6/30/2016				

Subtotal	$11,229.16
Tax	0
Shipping	0
Miscellaneous	0
BALANCE DUE	$11,229.16

Make Check Payable to : Escambia County Board of County Commissioners

Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department

INVOICE

BILL TO	SHIP TO	
Bretton Dejong Mill Manager International Paper Pensacola Mill 375 Muscogee Rd. Cantonment, FL. 32533	Escambia County Public Safety 6575 North W Street Pensacola, FL 32505 c/o John Dosh Emergency Management	Invoice # 0004 Invoice Date 6-15-2015 Customer ID

DATE	YOUR ORDER #	OUR ORDER #	SALES REP	FOB	SHIP VIA	TERMS	TAX ID
7-01-2015	Everbridge Access						

QTY	ITEM	UNITS	DESCRIPTION	DISCOUNT %	TAXABLE	UNIT PRICE	TOTAL
1	Everbridge	12 mo.	Reimbursement for equal share of Escambia County Emergency Notification System (Alert Escambia)	0		$11,229.16	$11,229.16
						Subtotal	$11,229.16
						Tax	0
						Shipping	0
						Miscellaneous	0
						BALANCE DUE	$11,229.16

Make Check Payable to : Escambia County Board of County Commissioners

Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department

INVOICE

BILL TO	SHIP TO	
John J. Lanza Director Florida Dept. of Health in Escambia County 1295 W. Fairfield Dr. Pensacola, FL. 32501	Escambia County Public Safety 6575 North W Street Pensacola, FL 32505 c/o John Dosh Emergency Management	Invoice # 007 Invoice Date 04-22-2015 Customer ID Health Dept.

DATE	YOUR ORDER #	OUR ORDER #	SALES REP.	F.O.B.	SHIP VIA	TERMS	TAX ID
07-01-2015	7/2015-6/2016 EverBridge Access						

QTY	ITEM	UNITS	DESCRIPTION	DISCOUNT %	TAXABLE	UNIT PRICE	TOTAL
1	EverBridge	12 mo.	Reimbursement for equal share of Escambia County Emergency Notification System (Alert Escambia) Service period beginning 7/1/2015- 6/30/2016	0		$11,229.17	$11,229.16

Subtotal	$11,229.16
Tax	0
Shipping	0
Miscellaneous	0
BALANCE DUE	$11,229.16

Make Check Payable to : Escambia County Board of County Commissioners

Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department

INVOICE

BILL TO	SHIP TO	
Thomas Hurst Intermediates Plant Manager Ascend Performance Materials Operations L.L.C. 3000 Old Chemstrand Rd. Cantonment, FL. 32533	Escambia County Public Safety 6575 North W Street Pensacola, FL 32505 c/o John Dosh Emergency Management	Invoice # 0005 Invoice Date 6-15-2015 Customer ID

DATE	YOUR ORDER #	ORDER #	SALES REP	F.O.B.	SHIP VIA	TERMS	TAX ID
7-01-2015	Everbridge Access	Ascend PO # 4504233907					

QTY	ITEM	UNITS	DESCRIPTION	DISCOUNT %	TAXABLE	UNIT PRICE	TOTAL
1	Everbridge	12 mo.	Reimbursement for equal share of Escambia County Emergency Notification System (Alert Escambia)	0		$11,229.16	$11,229.16
			7/1/2015-6/30/2016				

Subtotal	$11,229.16
Tax	0
Shipping	0
Miscellaneous	0
BALANCE DUE	$11,229.16

Make** Check Payable to :* ***Escambia County Board of County Commissioners

6575 North "W" Street • Pensacola, Florida 32505
850.471.6400 • www.myescambia.com

Escambia County Division of Emergency Management

EMERGENCY MANAGEMENT
ESCAMBIA COUNTY

DOCUMENTATION FOR QUOTATIONS
VERBAL AND/OR WRITTEN

(Please print or type)

10-27-2014
(Date)

Emergency Management
(Division)

John Dosh
(Name of person acquiring est'mates)

	VENDOR 1	VENDOR 2	VENDOR 3
Telephone No:	866-939-0911 x311	775-476-8710	~~888-366-4911~~
Vendor Name:	ECN/ Code Red	Regroup	EverBridge
Certified Minority:	Yes / No x	Yes / No x	Yes / No x
Address:	9 Sunshine Blvd.	709 Noe Street	500 N. Brand Blvd. St 1000
City/State/Zip:	Ormond Beach, FL 32174	San Francisco, CA 94114	Glendale, CA. 91203
Delivery Date:			
Quoted By:	Jill Mason	Joe DiPasquale	Leslie Turner
Shipping/Freight			

Item	Quantity	Unit	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extende Price
1	1		Annual subscription to a web based Emergency Notification System providing unlimited mass notification to thousands of citizens in minutes.		$75,000.00		$12,000.00		$44,916.0
2									
3									
4									
5									
6									
7									
8									
				Total	$75,000		$12,000		$44,916.00
				Award					$44,9

Verbal, written or online estimate?

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8458 **County Administrator's Report** **13. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2015
Issue: Supplemental Budget Amendment #179 - State of Florida, Division of Emergency Management Grant Awards
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #179 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #179, Other Grants and Projects Fund (110), in the amount of $211,099, to recognize proceeds from two State of Florida Division of Emergency Management (FDEM) Subgrant Agreements, to appropriate these funds for enhancement of Escambia County's Division of Emergency Management daily and emergency operations and to assist in local disaster planning and community outreach efforts. These Grant funds also support the salary of an existing County employee who provides GIS and technology assistance to the Division.

BACKGROUND:

On June 25, 2015, the Board approved FDEM Emergency Preparedness and Performance (EMPG) Federally-Funded Subgrant Agreement #16-FG-XX-01-27-01-083 in the amount of $105,293, and Emergency Preparedness and Assistance (EMPA) State-Funded Subgrant Agreement #16-BG-83-01-27-01-016 in the amount of $105,806. Both grants will be used to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in local disaster planning and community outreach efforts for the period July 1, 2015, through June 30, 2016. These grant funds also support the salary of an existing County employee that provides GIS and technology assistance to the Division.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $211,099.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

These grant funds support the salary of an existing County employee that provides GIS and technology assistance to the Division. No additional employees are included in this amendment.

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#179

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2015-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded two grants by the State of Florida, Division of Emergency Management, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2015:

Fund Name	**Fund Number**
Other Grants & Projects	110

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Emergency Mgmnt Performance	110	331266	$105,293
Emergency Preparedness	110	331228	$105,806
Total			$211,099

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Regular Salaries	110/330413	51201	$44,455
FICA	110/330413	52101	$3,401
Retirement	110/330413	52201	$2,983
Life and Health	110/330413	52301	$9,000
Workers Compensation	110/330413	52401	$120
Communications	110/330413	54101	$7,000
Repairs and Maintenance	110/330413	54601	$15,434
Office Supplies	110/330413	55101	$2,500
Operating Supplies	110/330413	55201	$4,500
Books, Pubs, Subs	110/330413	55401	$400
Training and Educational Costs	110/330413	55501	$3,500
Machinery & Equipment	110/330413	56401	$12,000
Travel and Per Diem	110/330412	54001	$9,420
Communications	110/330412	54101	$6,461
Postage and Freight	110/330412	54201	$300
Repairs and Maintenance	110/330412	54601	$11,184
Printing and Binding	110/330412	54701	$8,500
Promotional Activities	110/330412	54801	$16,500
Office Supplies	110/330412	55101	$10,000
Operating Supplies	110/330412	55201	$20,050
Books and Pubs	110/330412	55401	$14,891
Training & Educational Costs	110/330412	55501	$2,500
Machinery & Equipment	110/330412	56401	$6,000
Total			$211,099

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

Steven Barry, Chairman

Deputy Clerk

Adopted

Stephan Hall Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2015.06.23 15:20:15 -05'00'

OMB Approved

Supplemental Budget Amendment
#179

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8463 **County Administrator's Report** **13. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2015
Issue: Supplemental Budget Amendment #180 - Hazardous Materials Plan Grant
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #180 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #180, Other Grants and Projects Fund (110), in the amount of $14,164, to recognize proceeds from the State-Funded Subgrant Agreement, Contract Number 16-CP-11-XX-XX-XX-XXX, between the State of Florida, Division of Emergency Management and Escambia County, and to appropriate these funds for the purchase of a Command Trailer copier and AV upgrades.

BACKGROUND:

On June 25, 2015, the Board approved State-Funded Subgrant Agreement Contract Number 16-CP-11-XX-XX-XX-XXX between the State of Florida, Division of Emergency Management and Escambia County, in the amount of $14,164. Funds will be used to purchase a Command Trailer copier and AV upgrades. The full Contract number will not be available until the Contract is executed by the State.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $14,164.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#180

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2015-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded a Subgrant Agreement by the State of Florida, Division of Emergency Management to update the Hazardous Materials Facility Analysis Data, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2015:

Fund Name	Fund Number
Other Grants & Projects	110

Revenue Title	Fund Number	Account Code	Amount
Hazardous Materials Plan	110	334244	$14,164
Total			$14,164

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Machinery & Equipment	110/330323	56401	$14,164
Total			$14,164

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

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2015.06.23 15:23:22 -05'00'

OMB Approved

Supplemental Budget Amendment
#180

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8480 **County Administrator's Report** **13. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2015
Issue: SBA#184 - Interest Free Interfund Loan for the Replacement of the Toll Collection System at the Bob Sikes Toll Bridge
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #184 Authorizing an Interest-Free Interfund Loan between the Local Option Sales Tax Fund and the Bob Sikes Toll Bridge Fund - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action:

A. Authorize an additional interest-free interfund loan from the Local Option Sales Tax (LOST) III Fund (352) to the Bob Sikes Toll Bridge Fund (167), in the amount of $262,371, with a payback period not to exceed five years. Additional funds are necessary due to the bid coming in higher than the established budget of $1,500,000 for the project, with the bid amount of $1,762,370.71; and

B. Adopt the Resolution approving Supplemental Budget Amendment #184, Bob Sikes Toll Bridge Fund (167), in the amount of $262,371, to recognize the proceeds of the interfund loan, and to appropriate these funds for the replacement of the toll collection system at the Bob Sikes Toll Bridge.

BACKGROUND:

On December 11, 2014 the Board approved an emergency purchase order to temporarily repair and stabilize the failing toll system at the Bob Sikes Toll Bridge. The cost for the permanent replacement of the toll collection system is $1,762,370.71 per PD 14-15.030 and will include state of the art technology to improve the traffic flow at the facility. In order to complete the permanent system an additional interfund loan is necessary in the amount of $262,371.

BUDGETARY IMPACT:

This action will authorize an interest-free interfund loan in the total amount of $1,762,371 from the LOST Fund to establish the project budget. The payback period will be not to exceed 5 years.

There is currently $59,200,000 in cash in the LOST Fund. This action will allow a total of $1,062,371 to be loaned to the Bob Sikes Toll Bridge Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#184

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2015-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County wishes to replace the toll system on the Bob Sikes Bridge, and funds are needed to fulfill this project in a timely manner.

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, 2015:

Fund Name	Fund Number
Bob Sikes Toll Bridge	167

Revenue Title	Fund Number	Account Code	Amount
Loan Proceeds	167	384001	262,371
Total			**262,371**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Machinery & Equipment	167/140301	56401	262,371
Total			**262,371**

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.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2015.06.25 08:22:25 -05'00'

OMB Approved

Supplemental Budget Amendment
#184

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8286 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2015
Issue: Clerk of Court 2nd Floor Office Modifications PD 14-15.059
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Clerk of Court 2nd Floor Office Modifications - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.059, Clerk of Court 2nd Floor Office Modifications, to Empire Builders Group, Inc., in the amount of $56,167, which includes the Base Bid, in the amount of $49,607, and Bid Alternate Number 3, in the amount of $6,560.

[Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56201]

BACKGROUND:

The project was formally advertised on June 1, 2015, in the Pensacola New Journal and twenty- four (24) firms were notified on June 1, 2015. Five sealed bids were opened in the Office of Purchasing on June 17, 2015. Empire Builders Group, Inc., was the lowest responsive bidder. The project will be awarded to include the Base Bid and Alternate #3 in the amount of $56,176.00.

Funding for this project was appropriated on January 22, 2015, on Fund Balance SBA No. 32, in the amount of $60,000. The purpose of this project is to construct two offices with adjoining conference rooms for County Civil and County Criminal Divisions for the Clerk of Court located at the MC Blanchard Judicial Building. The current open work areas in those Divisions do not provide private areas to accommodate public viewing of computers, as mandated by the Supreme Court. Additionally, these offices will allow for managers to meet with their staff on Human Resource issues and confidential matters. The work shall include the construction of new interior walls, windows and doors as well as minor mechanical, electrical and fire protection improvements. A total of six bids were received.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56201

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form of Contract will be used.

PERSONNEL:

N/A

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.The project was formally advertised on June 1, 2015 in the Pensacola New Journal and twenty four (24) firms were notified on June 1, 2015. Five sealed bids were opened in the Office of Purchasing on June 17, 2015. Empire Builders Group, Inc. was the lowest responsive bidder. The project will be awarded to include the Base Bid and Alternate #3 in the amount of $56,176.00.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Clerk of the Court 2nd Floor Office Modifications** **ITB# PD 14-15.059**									
Bid Opening Time: 3:00 p.m. CDT **Bid Opening Date: 6/17/2015** **Opening Location: Rm. 11.407** **NAME OF BIDDER**	**Cover Sheet/ Acknowl.**	**Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statues, on Entity Crimes**	**Drug-Free Workplace Form**	**Info Sheet for Trans. & Convey. Corp. ID**	**Bid Bond**	**BASE BID**	**Alternate 1**	**Alternate 2**	**Alternate 3**	**Including all Alternates**
Dominguez Design-Build, Inc.	Y	Y	Y	Y	Bond	$59,900	$5,200	$2,700	$4,300	$72,100
A.E. New, Jr., Inc.	Y	Y	Y	N	Bond	$75,000	$7,000	$3,000	$6,000	$91,000
Empire Builders Group, Inc.	Y	Y	Y	Y	Bond	$49,607	$5,293	$1,600	$6,560	$63,060
Jack-Moore & Co., Pensacola, FL	Y	Y	Y	Y	Bond	$67,000	$6,000	$4,000	$5,000	$82,000
R.D. Ward Construction Co., Inc.	Y	Y	Y	Y	Bond	$55,000	$6,500	$2,000	$3,250	$66,750
BIDS OPENED BY:	**Joe Pillitary, Purchasing Coordinator**							**DATE: June 17, 2015**		
BIDS WITNESSED BY:	**Lori Kistler, SOSA**							**DATE: June 17, 2015**		
BIDS TABULATED BY:	**Lori Kistler, SOSA**							**DATE: June 17, 2015**		

CAR **BOCC**
DATE 7/7/2015 **DATE 7/7 2015**

The Purchasing Manager/Designee recommends to the BCC: **To award a Contract to Empire Builders Group, Inc., (including Base Bid $49,607 plus Alternate #3 $6,560) in the total amount of $56,167.**

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.

Re-Posted 6/23/2015 @ 10:00 a.m. CDT **JP/lk**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8307 **County Administrator's Report** **13. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2015
Issue: Prieto Drive Storm Repairs PD 14-15.061
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Prieto Drive Storm Repairs - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.061, Prieto Drive Storm Repairs, to Gulf Atlantic Constructors, Inc., in the amount of $264,393.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330490, Object Code 54612, Project #ESCPW09]

BACKGROUND:

The Invitation to Bid PD14-15.061 was advertised in the Pensacola News Journal on June 1, 2015. Seventeen firms were notified on June 2, 2015. Four bids were received on June 23, 2015. Gulf Atlantic Constructors Inc. is the lowest bidder.

BUDGETARY IMPACT:

Funding: Fund 112 Disaster Recovery Fund, Cost Center 330490 Object Code 54612 , Project #ESCPW09

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form of Contract will be used.

PERSONNEL:

N/A

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. The Invitation to Bid PD14-15.061 was advertised in the Pensacola News Journal on June 1, 2015. Seventeen firms were notified on June 2, 2015. Four bids were received on June 23, 2015. Gulf Atlantic Constructors Inc. is the lowest bidder

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Prieto Drive Storm Repairs BID # PD 14-15.061								
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 06/23/2015 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl .	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn StatementPursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total
Roads, Inc. of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$319,259.00
J. Miller Construction, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$293,251.05
Utility Service Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$473,951.20
Gulf Atlantic Constructors, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$264,393.00
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator			DATE: 06/23/2015					
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate			DATE: 06/23/2015					
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate			DATE: 06/23/2015					

CAR
DATE 07/07/2015

BOCC
DATE 07/07/2015

The Purchasing Chief/Designee recommends to the BCC: To award a contract to a contract to Gulf Atlantic Constructors, Inc. in the amount of $264,393.00

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.

Notes:

Posted @ 2:20 p.m. CDT on 06/24/2015

JFP/abh

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7945 **County Administrator's Report** **13. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2015
Issue: Highway 97 - Phase I - Roadway Widening and Drainage Improvements PD 14-15.050
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Highway 97 - Phase I - Roadway Widening and Drainage Improvements - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning the Highway 97 - Phase I - Roadway Widening and Drainage Improvements, PD 14-15.050:

A. Authorize the transfer of funds, as indicated below, for the Highway 97 - Phase 1 - Roadway Widening and Drainage Improvements:

PN	Project	FY 2014-2015	FY 2015-2016
09EN0305	Brickyard Road	$131,667	-
10EN0695	Barrineau Park Road	$26,715	-
10EN0575	Campbell Road	$33,122	-
11EN1035	Eastman Road	$208,714	-
14EN2765	Bratt Road	$139,120	-
08EN0115	Highway 97	$2,084,929	-
08EN0105	Highway 297A	-	$(2,084,929)
	Totals:	$2,624,267	$(2,084,929)

B. Approve a Budget Amendment to transfer funds, in the amount of $2,624,267, for Construction Costs, 10% contingency and Construction Engineering and Inspections Services, to the Highway 97 - Phase I - Roadway Widening and Drainage Improvements Project; and

C. Award Contract PD 14-15.050, for Highway 97 - Phase I - Roadway Widening and Drainage Improvements, to Roads, Inc., of NWF, in the amount of $2,168,815.15.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #8EN0115]

BACKGROUND:

The Invitation to Bid PD14-15.050 was advertised in the Pensacola News Journal on March 30, 2015. Nineteen firms were notified on March 30, 2015. Three bids were received on April 30, 2015. Roads, Inc., of NWF, is the low bidder.

This project consists of the widening and resurfacing of Highway 97 from County Road 297A to Sandicrest Road. This project will include other work associated with the resurfacing and widening of the roadway such as storm water conveyance system, drainage swales, headwall construction, potable water and sanitary sewer line adjustments, installation of guardrail, asphalt and concrete driveway connection with culvert construction, maintenance of traffic, storm-water pollution prevention, sodding, shoulder work, pavement striping, mailbox replacement, etc.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, Cost center 210107, Object Code 56301, Project #8EN0115

LEGAL CONSIDERATIONS/SIGN-OFF:

The Attorney's Standard Form of Contract will be used.

PERSONNEL:

N/A

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. The Invitation to Bid PD14-15.050 was advertised in the Pensacola News Journal on March 30, 2015. Nineteen firms were notified on March 30, 2015. Three bids were received on April 30, 2015. Roads Inc. of NWF is the low bidder.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Bid Tab Awarded

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Highway 97 – Phase 1 – Roadway Widening and Drainage Improvements BID # PD 14-15.050								
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 04/30/2015 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl .	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn StatementPursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total
Chavers Construction, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$2,723,677.17
Roads, Inc. of NWF	Yes	Yes	N/A	Yes	Ye	Yes	Yes	Yes	$2,168,815.15
Utility Service Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$2,359,828.93

BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator	DATE: 04/30/2015
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate	DATE: 04/30/2015
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate	DATE: 04/30/2015

CAR
DATE 07/07/2015

BOCC
DATE 07/07/2015

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Roads, Inc. of NWF in the amount $2,168,815.15

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.

Notes:

Posted @ 4:15 p.m. CDT on 06/24/2015

JFP/abh

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8396 **County Administrator's Report** **13. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2015
Issue: Contract Award for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and TransCore, LP, per the terms and conditions of PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, for a lump sum of $1,675,379.02;

B. Approve and authorize the County Administrator to sign the Purchase Orders for materials included in the Scope of Work, being purchased by Escambia County due to contract savings, as follows:

1. Dell, State of Florida Contract #250WSCA10ACS;B27160, Primary Domain Controller, in the amount of $4,365.25, and Storage Array, in the amount of $5,264.91, for a sub-total of $14,928.53;

2. Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, Cisco LAN Switch, in the amount of $25,743;

3. Microsemi, Time Server (SyncServer 300 mfg.), in the amount of $5,495;

4. Dell, State of Florida Contract #250WSCA10ACS;B27160, Tape Loaders for Archival, in the amount of $9,663.62;

5. Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, DMZ Switch, in the amount of $477.00;

6. Third Party Software Purchase Orders, as follows:

a. Microsoft, Microsoft Server Exchange, in the amount of $2,381.22;

b. Microsoft, Microsoft Visual Exchange, in the amount of $363.75;

c. Symantec Buying Programs; Express level D, Symantec Endpoint Protection - (v. 12.1), License plus one year Essential Support, in the amount of $389.85;

d. Solarwinds, Patch Manager, License plus one year Maintenance, in the amount of $3,495;

e. Solarwinds, Orion NPM SL100 1SVR, License with Maintenance, in the amount of $2,795;

f. Dell, State of Florida Contract #250WSCA10ACS;B27160, App Assure software-base, Exchange, SQL Server, in the amount of $8,385.75;

7. Dell, State of Florida Contract #250WSCA10ACS;B27160, Rack, in the amount of $1,965.17; and

8. Graybar, UPS, in the amount of $10,908.80, for computer hardware totaling $86,991.69;

C. Acknowledge for the Board's Record the total for installation, in the amount of $1,762,370.71; and

D. Approve five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners. On an annual basis the County may opt to convert to an All Inclusive Maintenance at the rates provided.

[Funding: Fund 167, “Bob Sikes Toll Facility,” Cost Center 140301, Object Code 56401]

BACKGROUND:

The Bob Sikes Bridge Toll Plaza System Upgrades Project will consist of the installation of all new hardware and software for the toll collection function. The new system will be modeled after the Florida Turnpike Toll Facilities with the ultimate goal of full integration with the Florida Turnpike Sunpass System. The new system will have 4 new lanes that will include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane will allow for free movement of active Escambia County annual pass, and/or an active SunPass account. The 3 mixed use lanes will also allow for the use of pass holders, but will also offer the $1 cash transaction as well.

Request for Proposals, PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, was publicly noticed on Monday, March 2, 2015 to thirteen known firms. One proposal

was received on Tuesday, April 28, 2015.

TransCore, LP provided their initial fee proposal with their submittal for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project dated Tuesday, April 28, 2015, based on the scope of work in the solicitation as a lump sum of $4,349,072.80 (5 years warranty). Negotiations were held on Tuesday, May 12, 2015, Thursday, May 21, 2015, Thursday, June 4, 2015, Thursday, June 11, 2015 and Thursday, June 18, 2015. The fifth negotiation meeting established the fee of $1,757,072.34 plus maintenance.

Savings as follow:

- Original April 28, 2015 Proposal
  - Construction $2,450,440.00
  - Maintenance $1,898,632.80

  Total $4,349,072.80

- June 18, 2015 Negotiation Meeting
  - Construction $1,757,072.34
  - Maintenance
    - Time & Materials $1,084,089.48
    - All Inclusive (possible future) $2,203,189.44

  Total $2,841,161.82 (w/time & materials maintenance)

A savings of <u>$1,507,910.98 based on Time and Materials</u> or <u>$388,811.02 for All Inclusive Maintenance</u> (both savings calculated on only 5 years maintenance, the original scope of work).

<u>BUDGETARY IMPACT:</u>

Funding: Fund 167 “Bob Sikes Toll Facility”, Cost Center 140301, Object Code 56401

<u>LEGAL CONSIDERATIONS/SIGN-OFF:</u>

Attorney Standard Form of Contract Form B, Construction Services.

<u>PERSONNEL:</u>

N/A

<u>POLICY/REQUIREMENT FOR BOARD ACTION:</u>

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

The Bob Sikes Bridge Toll Plaza System Upgrades Project will consist of the installation of all new hardware and software for the toll collection function. The new system will be modeled after the Florida Turnpike Toll Facilities with the ultimate goal of full integration with the Florida Turnpike Sunpass System. The new system will have 4 new lanes that will include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane will allow for free movement of active Escambia County annual pass,

and/or an active SunPass account. The 3 mixed use lanes will also allow for the use of pass holders, but will also offer the $1 cash transaction as well.

Request for Proposals, PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, was publicly noticed on Monday, March 2, 2015 to thirteen known firms. One proposal was received on Tuesday, April 28, 2015.

TransCore, LP provided their initial fee proposal with their submittal for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project dated Tuesday, April 28, 2015, based on the scope of work in the solicitation as a lump sum of $4,349,072.80 (5 years warranty). Negotiations were held on Tuesday, May 12, 2015, Thursday, May 21, 2015, Thursday, June 4, 2015, Thursday, June 11, 2015 and Thursday, June 18, 2015. The fifth negotiation meeting established the fee of $1,757,072.34 plus maintenance, a savings of $693,367.66.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form B, Construction and Purchase Order.

Attachments

Agreement

BSB TSR Atkins Letter

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

TransCore, LP

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

FORM B: Construction

(Revised July 11, 2013**)**

STANDARD CONSTRUCTION CONTRACT
FORM B

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A. PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project / Scope of Work
B. TransCore, LP Negotiated Fee Proposal and Negotiated Exceptions to the Scope of Work
C. TransCore, LP “Bill of Materials” / Computer Hardware to be provided by Escambia County

Exhibit J/ Standard Details

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND TRANSCORE, LP FOR PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with TransCore, LP, a Delaware limited partnership for profit, to perform all work ("Work") in connection with PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project ("Project"), as said Work is set forth in the Plans and Specifications prepared by Atkins North America, Inc., and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, Change Orders, Work Directive Changes, Field Orders and amendments 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 Contractor at the Project site at all times during the performance of the Work.

B. County shall furnish to the Contractor up to One (1) set 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

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Construction	**$1,675,379.02**
County Supplied Computer Hardware	**$81,693.32**
Maintenance	
• **5 years Time and Materials**	**per attached schedule**
o **Option to renew for 5 additional years**	**per attached schedule**

On an annual basis the County may opt to convert to an All Inclusive Maintenance at the rates provided.

• **5 years All Inclusive**	**per attached schedule**
o **Option to renew for 5 additional years**	**per attached schedule**

Funding for the maintenance contract is subject to appropriations by the Board of County Commissioners.

SECTION 4. BONDS

A. Contractor shall provide Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount, the costs of which to be paid by Contractor. 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 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 Contractor 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 Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

C. Per §255.05, Florida Statutes, the Contractor 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 $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. The Work shall be substantially completed within **see Appendix "E" Scope of Work** calendar days from the Commencement Date. The Work shall be fully completed and ready for final acceptance by the County within **see Appendix "E" Scope of Work** calendar days from the Commencement Date (herein "Contract Time"). No work under this contract shall commence until certificates of insurance (see Exhibit A, paragraph 13.2) have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor 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, **see Appendix "E" Scope of Work** for each calendar day thereafter until substantial

completion is achieved. The Project shall be deemed to be substantially completed on the date the County issues a Substantial Completion Certificate pursuant to the terms hereof.

C. Contractor 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 Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is reference 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 6. 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 Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Owner Direct Purchases - FORM OF0205 (if applicable)
Exhibit H: General Specifications
Exhibit I: Technical Specifications
A. PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project / Scope of Work
B. TransCore, LP Negotiated Fee Proposal and Negotiated Exceptions to the Scope of Work
C. TransCore, LP “Bill of Materials” / Computer Hardware to be provided by Escambia County
Exhibit J: Standard Details
N/A

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor 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:

Jack R. Brown
County Administrator
P.O. Box 1591

Pensacola, Florida 32597-1591

B. All notices required or made pursuant to this Agreement by County to Contractor 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:

TransCore, LP
2100 Lake Orange Drive
Suite 100
Orlando, FL 32837
Atten: Jim Wilson

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 8. 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 9. 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 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of the Contract.

SECTION 11. 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 12. 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 13. 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.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:_____

WITNESS: _____

By:_____
Jack R. Brown, County Administrator

Date: _____

BCC Approved: July 7, 2015

CONTRACTOR:

By:_____
Michael F. Holling, P.E.
Its: Vice President

ATTEST: Corporate Secretary

By:_____
Secretary
[CORPORATE SEAL]

Date:_____

EXHIBIT A

GENERAL TERMS AND CONDITIONS

Section 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 Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

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, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. 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.

Section 2. INVESTIGATION AND UTILITIES

2.1 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.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 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. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2. The Progress Schedule shall be updated bi-monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. 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.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved 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.

4.3. 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.

4.4. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor.

If the administrative decision is disputed, the Contractor 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 Contractor 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 Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5. 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. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

4.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7. 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 Contractor.

4.8. Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and “As-Built” record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. 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 Contractor under this Agreement or any other agreement between County and Contractor, 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 Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor 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 Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor 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. Contractor 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.

7.2 Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

7.3. 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 Contractor 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 Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice of Award is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor 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 Contractor'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 contractors affected by the resulting change, all of which shall be considered by the

County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor 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.

7.6. 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 Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit to the County on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. 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;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site; and

8.1.9. 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 Contractor to County pursuant to the Contract Documents.

8.2. Contractor 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 Contractor 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 Contractor 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 Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor for County.

8.3. Contractor 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.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its 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 Contractor. Contractor 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.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, 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, Contractor 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 Contractor may have had to request a time extension.

9.3. 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 Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor'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.

Section 10. <u>CHANGES IN THE WORK</u>

10.1. 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, Contractor 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 Contractor 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.

10.2. 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 Contractor and County concerning the requested changes. Contractor 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 Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor 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 Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor'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 Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. 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 Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. 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 Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor 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 Contractor 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 Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor 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.

Section 12. OTHER WORK

12.1. 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 Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (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. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor 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. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor 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 anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor'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 Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor 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 Contractor agree one percent (1%) 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.

Contractor agrees that such indemnification by Contractor 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. Contractor's obligation to indemnify 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.

13.2. Contractor 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 which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be 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 Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor'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.

13.3. 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, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4. All insurance coverages of the Contractor 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.

13.5. Contractor 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 Contractor 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 Contractor 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.

13.6 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."

13.7. Should at any time the Contractor 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 Contractor 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.

13.8. Contractor 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 Contractor or sub-Contractor under the contract documents.

13.9. Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 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.

Section 14. COMPLIANCE WITH LAWS

14.1. Contractor 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 Contractor 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 Contractor, until the deficiency is corrected.

14.2 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.

Section 15. <u>CLEANUP AND PROTECTIONS</u>

15.1. Contractor 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, Contractor 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.

15.2. 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 Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. <u>ASSIGNMENT</u>

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. <u>PERMITS, LICENSES AND TAXES</u>

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor 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.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor 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 Contractor: (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) 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 (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor'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 Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is 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, Contractor 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 Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor 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.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 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).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor'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 Contractor 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.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor'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 Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. 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 Contractor is due and payable. The final payment shall not become due and payable until Contractor 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 this section. 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.

20.2 After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor 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 Contractor 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 Contractor)

Subcontractors, materialmen, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor 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. Contractor 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 final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor 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.

Section 22. <u>TESTS AND INSPECTIONS</u>

22.1. 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. 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.

22.2. 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, Contractor shall assume full responsibility therefor, 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.

22.3. 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 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.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor 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.

22.5. 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.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the construction plans or Contract Documents shall be deemed defective Work. If required by County, Contractor 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. Contractor 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.

23.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, 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, Contractor 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, Contractor 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.

23.3. If any portion of the Work is defective, or Contractor 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 Contractor 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 Contractor or any other party.

23.4. 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. Contractor 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, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work.

23.5. If Contractor 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 Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective

and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor'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 Contractor but which are stored elsewhere. Contractor 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 Contractor, 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 Contractor's defective Work. Contractor 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.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor 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. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor 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 Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor 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 Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. 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, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor 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 Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor 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.

Section 27. USE OF PREMISES

27.1. Contractor 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. Contractor 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.

Section 28. SAFETY

28.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. 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.

28.2. The Contractor 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 Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor 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. Contractor'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.

28.3. The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4. The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

Section 29. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor 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 Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor 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 Obligee 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 Obligee 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 Obligee any and all losses, damages, costs and attorneys' fees that Obligee 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

_____
Witness

_____

_____
Witnesses

(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____
As Attorney In Fact (Attach Power)

_____

_____

_____
(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)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

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 loses, 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:

_____

_____

Witnesses as to Principal

PRINCIPAL:

_____

By:_____

Name:_____

Its:_____

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)

_____

_____

_____

(Business Address)

_____

(Authorized Signature)

_____

(Printed Name)

_____

Witness

_____

Witness

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 Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for

disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage
The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance 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 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, 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 Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

ENDORSEMENTS/ADDITIONAL INSURANCE

If checked below, the County requires the following endorsements or additional types of insurance.

INSTALLATION FLOATER COVERAGE

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is

preferred.

PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE

The Contractor 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 conditions which shall be met by all Contractors and subcontractors performing work for Escambia County. The Contractor shall be responsible to ensure his compliance with all State and Federal safety regulations as specified in County contract documents. Reported or observed violations of OSHA (29 CFR 1910 or 1926) and other regulations shall be brought to the attention of the County project manager and County Safety Office and shall be immediately corrected by the Contractor. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County to either the project insurance coordinator or the Department of Labor and Employment Security, Division of Safety, for inspection or interpretation. The Contractor 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 Contractor 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 Contractor 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 Contractor representative or by the project manager or designee.

(3) The Contractor 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 Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a Acontrolled@ construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor 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: ATHIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY, and other general safety warning signs, i.e., “HARD HAT AREA”, as are deemed necessary by the Contractor 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 Contractor 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 Safety Office 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 Contractor shall communicate with each subcontractor as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor 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 Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County Safety Office. 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 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 Contractor 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 Contractor.

(d) The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor 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 approval from the project manager or County Safety Office 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 approval for use of these metals shall be obtained by the Contractor from the project manager.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County Safety Office for review.

(16) The County maintains programs for the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, 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, Contractors who encounter such materials shall immediately stop work and notify the project manager or the County Safety Office.

(17) The above-cited guidelines represent minimum expectations and actions which shall be taken by Contractors 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 or County Safety Office.

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, _____ ("Contractor") 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 Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor 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) Contractor 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 Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

_____

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
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

CHANGE ORDER

CHANGE ORDER NO. _____ CONTRACT NO. _____

TO: _____
_____
_____
_____

DATE: _____

PROJECT NAME _____

PROJECT NO. _____

Under our AGREEMENT dated _____, 20____.

****

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR THE (Additive) (Deductive) Sum of: _____ ($_____).

Original Agreement Amount $_____

Sum of Previous Changes $_____

This Change Order (Add) (Deduct) $_____

Present Agreement Amount $_____

The time for completion shall be (increased/decreased) by _____ (____) calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (____) calendar days and the final 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 costs.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20____

By:_____
Contractor

By:_____
Architect/Engineer

By:_____
Owner

EXHIBIT G

SUPPLEMENTARY CONDITIONS

1. OWNER DIRECT PURCHASES (ODP)

1.1 County reserves the right to require Contractor to assign some or all of its subcontracts or other agreements with material, including equipment, suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement shall be referred to as "Owner Direct Purchases" (ODP) and the responsibilities of both County and Contractor relating to such ODP shall be governed by the terms and conditions of these Supplementary Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.

1.2 Material suppliers shall be selected by Contractor using competitive bidding/proposals. Supply contracts shall be awarded by the Contractor to the supplier whose bid/proposal is most advantageous to the County, price and other factors considered.

The Contractor shall include the price for all construction materials in lump sum price in his bid. His bid shall also include all Florida State sales and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than $5,000. County-Purchasing of selected construction materials will be administered on a deductive Change Order basis.

1.3 Contractor shall provide County a list of all intended suppliers, vendors, and material men for consideration as ODP. This list shall be submitted at the same time as the preliminary schedule of values and the project CPM schedule. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.

1.4 Upon request from County, and in a timely manner, Contractor shall prepare Purchasing Requisition Request Form which shall, in form and detail acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

a. the name, address, telephone number and contact person for the material supplier
b. manufacturer or brand, model or specification number of the item
c. quantity needed as estimated by Contractor

d. the price quoted by the supplier for the materials identified therein
e. any sales tax associated with such quote
f. delivery dates as established by Contractor
g. any reduction in Contractor's cost for both the Payment Bond and the Performance Bond
h. shipping, handling and insurance costs
i. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal
j. Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the Owner.

Contractor shall include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

At the County's option, the County will install a computer with the appropriate software and dial-up modem connection in the Contractor's office for the Contractor's use in entering requisition requests into the purchasing system. The required telephone line will be the responsibility of the Contractor.

1.5 After receipt of the Purchasing Requisition Request Form, County shall prepare a Purchase Order for all items of material, which County chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to the contractor. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the contractor, excluding any sales tax associated with such price. The Contract Administrator shall be the approving authority for the County on Purchase Orders in conjunction with ODP. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form.

1.6 In conjunction with the execution of the Purchase Orders by the suppliers, Contractor shall execute and deliver to County one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to County, plus any savings to Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Contractor for the warranty enforcement obligation the Contractor's overhead and profit associated with ODP shall not be deducted from the contract. The Contract Administrator shall be the approving authority for the County on deductive Change Orders in conjunction with ODP.

1.7 Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The County assumes the risk of loss of building material through their incorporation into the installation.

1.8 As ODP are delivered to the jobsite, the Contractor shall visually inspect all =shipments from the suppliers, and sign off on the receiving reports for material delivered. The Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County may require. The Contractor will then forward the receiving report to the Clerk of the Court, Accounts Payable to match =up with the invoice for payment.

1.9 The Contractor shall insure that ODP conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to County resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.

1.10 The Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Contractor shall account monthly to the County for any ODP delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the work

1.11 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warranted by the Contractor as part of the Contractor's warranty. The Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the County for its Owner Direct Purchase equipment and materials. These duties shall be governed by and carried out pursuant to Section 21 of Exhibit A, General Terms and Conditions. To that end, the Contractor expressly agrees it shall make no distinction in discharging such warranty duties under Section 21 between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Contractor.

1.12 Notwithstanding the transfer of ODP by the County to the Contractor's possession, the County shall retain legal and equitable title to any and all ODP.

1.13 The transfer of possession of ODP from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the ODP. ODP shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project.

1.14 The County shall purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the County first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The Contractor shall purchase and maintain builders risk, all risk, insurance based on the completed value of project, less the County's ODP values. The Contractor must name Escambia County as additional insured on its policy.

1.15 The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Contract Administrator.

1.16 Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the

County's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects detected in such materials.

1.17 In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.

1.18 At the end of the project Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all ODP, not covered by previous change orders. Salvage materials shall be stored or removed from the site at the County's direction, or may be turned over to the Contractor by the County for salvage or disposal at the Contractor's option.

Exhibit I / A

Technical Specification

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

Scope of Work

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

BOB SIKES BRIDGE TOLL SYSTEM UPGRADE PROJECT

Solicitation Identification Number PD 14-15.030

Proposals Will Be Received Until:
2:00 p.m. CST, Tuesday, March 31, 2015

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
Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCC

Board of County Commissioners
Steven L. Barry, Chairman
Grover C. Robinson, IV, Vice Chairman
Lumon J. May
Wilson B. Robertson
Doug Underhill

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).

Escambia County Florida
Request for Proposals
Proposer's Checklist

BOB SIKES BRIDGE TOLL SYSTEM UPGRADE PROJECT
Solicitation Identification Number PD 14-15.030

HOW TO SUBMIT YOUR PROPOSAL:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **INCOMPLETE PROPOSALS 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 proposals will be returned unopened.

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- Technical Proposal
  - Part II, Sections 2-2 thru 2-6 (pages 18 – 19)
- Cost Proposal
  - Part VI, Attachment 2 – Cost Proposal Form (pages
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements" (pg 11)
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:

- Sworn Statement Pursuant To Section 287.133 (3)(A), Florida Statutes, On Entity Crimes (pg 1)
- Drug-Free Workplace Form (pg 3)
- Information Sheet For Transactions And Conveyances Corporate Identification (pg 4)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- Certificate Of Insurance

HOW TO SUBMIT A NO PROPOSAL:

- If you do not wish to propose at this time, please remove the solicitation, offer and award form from the proposal solicitation package and enter no proposal in the **"REASON FOR NO PROPOSAL"** 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 Proposal Only.

Do Not Return With Your Proposal

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Request for Proposals - Title Page
- Proposers Checklist
- Table of Contents
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions
- Request for Proposals Response Format

Part A Summary

Part I General Information
1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Delays
1-15 Work Plan Control
1-16 Method of Payment

Part II Information Required from Contractors
2-1 Proposal Format and Content
2-2 Introduction
2-3 Understanding the Project
2-4 Methodology Used for the Project
2-5 Management Plan for the Project
2-6 Experience and Qualifications

Part III Criteria for Selection

Part IV Scope of Work

Part V System Requirements

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

Part VI Method of Compensation

a. Attachment 1 - Pay Item Descriptions
b. Attachment 2 - Cost Proposal Form

Appendix A-F

a. A – Toll plaza plans
b. B – UFM identifiers
c. C- Sate of Florida Interoperability technical interface
d. D – Existing toll Collection system overview
e. E – Performance measures
f. F - Glossary of terms

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), **FloridaStatutes**, 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.

(Please Circle One)

Is this a Florida Corporation: 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)

H:\PR\MAST_DOC\UniformContractVolI\Info.Sht.forTrans.and Convey.doc

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 Consultant 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 9/18/09)

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the 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://myescambia.com/purchasing
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 **Consultants 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. **Consultant 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**

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 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, 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.

2. **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 Consultant, 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 Consultant 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 Consultant by the Office of Purchasing. Such termination may also result in suspension or debarment of the Consultant.

3. **Termination (Public Records Request)**

   If the Consultant 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 Consultant in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the Consultant and his surety, if any, seven (7) days written notice, during which period Consultant still fails to allow access, terminate the employment of the Consultant and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Consultant, and may finish the project by whatever method it may deem expedient. In such case, the Consultant 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 Consultant (excluding monies owed the Consultant for subcontract work.)

4. **Inspection of Facilities**

   It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from David Forte, phone 850-595-3595. Failure to visually inspect the facilities may be cause for disqualification of your offer.

5. **Liquidated Damages**

   Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, as noted in “Appendix E: Performance Measures and Service Levels” for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

6. **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.

4.01 **County Insurance Required**

The Consultant 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 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 Consultant, its employees, or by Sub-Consultant(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 Consultant shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its Sub-Consultant(s) obtain and maintain until the completion of that Sub-Consultant(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 Consultant.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Consultant’s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Consultant’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 Consultant waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Consultant’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 Consultant is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Consultant or any other insurance of the Consultant

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 Consultant 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.

Consultant shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The Consultant 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 Consultants, 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 Consultant is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may

be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance 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 Consultant 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 Consultant's obligation to fulfill the insurance requirements herein.

If requested by the County, the Consultant shall furnish complete copies of the Consultant'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 Consultant 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

Builders Risk Coverage
Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the county and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage
Installation floater insurance is to be purchased when builder's risk insurance is inappropriate, or when builder's risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Termination/Adverse Change Endorsement
All of Consultant's policies, except for professional liability and workers compensation insurance, <u>are to be endorsed</u>, and the Consultant's certificate(s) of insurance shall state, that the county shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

7. **<u>Indemnification</u>**

Consultant 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 Consultant under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant or resulting from the use by Consultant, or by any one for whom Consultant is legally liable, of any materials, tools, machinery or other property of County. County and Consultant agree the first $100.00 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. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Consultant agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims 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.

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

PART A SUMMARY

This project will consist of the installation of all new hardware and software for the toll collection function. The new system will be modeled after the Florida Turnpike Toll Facilities. The ultimate goal will be to integrate the Bob Sikes Toll System with the Florida Turnpike SunPass System. County staff is currently undergoing the bid documents preparation process with expected system completion Spring 2016.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to provide for the Bob Sikes Bridge Toll System Upgrade Project.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide for the Bob Sikes Bridge Toll System Upgrade Project that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Jack R. Brown, County Administrator. The liaison officer shall be David Forte, Program Manager, Public Works Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a **Lump Sum Contract** after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator, Management & Budget/Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A.	Mailing date of Proposals	Monday, March 2, 2015
B.	Final day for questions	Thursday, March 19, 2015
C.	Date for response to questions	Tuesday, March 24, 2015
D.	Receipt of Proposals	Tuesday March 31, 2015
E.	Review of Proposals	Monday, April 13, 2015
F.	Discussions Meeting	Tuesday, April 21, 2015
G.	1st Negotiation Meeting	Wednesday, April 29, 2015
H.	2nd Negotiation Meeting, if required	Friday, May 1, 2015
I.	Board of County Commissioners approval	Thursday, May 21, 2015

1-9 PROPOSAL CONTENT

Proposers shall submit one original paper copy and four (4) electronic versions of the proposal on a CD-Rom. All files shall be in Portable Document Format (PDF).

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All Consultants shall provide a straight forward and concise description of their ability to meet the RFP requirements. The proposal shall clearly show the technical approach to include work tasks and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in PDF format per Part II below.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Part VI Method of Compensation

PART II INFORMATION REQUIRED FROM CONTRACTORS

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers shall follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed

2-6 REQUIRED DOCUMENTS

- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification

2-7 COST PROPOSAL

Part VI Method of Compensation 2 – Cost Proposal Form

PART III CRITERIA FOR SELECTION

#	Criteria Question	Score
1.	Is the firm familiar with the existing Bob Sikes Toll Plaza layout and current system configuration? Is the firm able to provide the requested software system and utilize the current software system? If yes to both, the firm should receive a high score.	10
2.	Does the firm demonstrate they have experience with local, residential, and Governmental issues? Have they given examples? If the firm provides three examples, a high score should be awarded.	5
3.	Does the firm have experience conducting comprehensive toll system implementation of software and hardware for the plaza and back office customer service center projects in Escambia or other municipalities? If the firm provides examples, the firm should receive a high score.	10
4.	Recent and Current Work Loads and Past Performance: Consider the firm's current workload relative to the size of the firm. In your opinion, will the firm be able to designate staff to attend to this scope of work on a daily basis? The size of the scope should be considered. If able, a high score should be awarded.	10
5.	Did the firm provide copies of evaluation records reflecting positive performance for out-of-county projects? Any known poor performances should be considered and result in a low score. If the consultant provides three records documenting recent positive performance, all three points should be awarded.	5
6.	Is the firm accessible and able to attend and participate in Dept. and Local project related meetings? Is the firm known to effectively communicate with customers? If the firm's office is located more than 25 miles from the Escambia County Central Office Complex, or they have not commented on how they will provide effective project communication with a remote office, a lower score should be given.	10
7.	Does the firm have the ability to meet all security requirements as outlined in the RFP? If able, a high score should be awarded.	10

8.	Has the firm demonstrated their project technical approach to meet the County's requirements and goals and how to effectively implement the toll system requested at the Bob Sikes Toll Plaza facility within the desired implementation of March, 1 2016? A high score should be awarded if they address the requirements and clearly indicate their approach and meet the implementation schedule.	20
9.	Is the firm able to perform / manage preventative and response maintenance, repair, and/or modification of hardware and software equipment as well as perform comprehensive testing located at the Bob Sikes Toll Plaza facility? If they have provided three examples, a high score should be awarded.	5
10.	Can the firm provide necessary equipment in support of the Bob Sikes Toll Plaza operation and maintenance? If yes, a high score should be awarded.	5
11.	Does the firm have a working knowledge of the project area? If so, a high score should be awarded.	5
12.	Does the firm have an experienced project manager and project team for the delivery of the toll systems and have they demonstrated adequate amount personnel to support the project throughout its duration? If the firm has answered yes, a high score should be awarded.	5

PART IV **<u>SCOPE OF WORK</u>**

Bob Sikes Bridge
Toll System Upgrade Project

PD 14-15.030

Request for Proposals

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0. GENERAL

0.1. INTRODUCTION

0.1.1. OVERVIEW OF PROJECT

0.1.1.1. In this Toll System Replacement Project, the Contractor shall design, furnish, install, integrate, test and maintain a Toll Collection System for cash and electronic toll collection that conforms to the System Requirements.

0.1.1.2. The Toll Collection System shall include the following without limitation, Host Environment, Roadside Toll Collection, and a back office Customer Service Center (CSC), with provisions to accommodate a future Image Processing Subsystem and Toll Enforcement Center (TEC).

0.1.1.3. This shall include all required software, hardware, systems, equipment, maintenance (specific maintenance responsibilities discussed elsewhere) levels, testing, and training necessary to allow operations of the entire Toll Collection System in an efficient, responsive, and accountable manner.

0.1.1.4. Toll collection utilizing the existing toll system will continue to be performed while the design and implementation of the new System is underway.

0.1.1.5. The use of and transition to the new Toll System shall occur as the new Toll Host Environment is brought online, and as lanes are converted, tested, and accepted.

0.1.2. MAJOR SCOPE ELEMENTS

0.1.2.1. Provide the Roadside Toll Collection System (RTCS) for all lane types; interfaces with the other internal subsystems (e.g. County enterprise accounting system, etc.); interfaces with external systems, including without limitation, banking institutions (e.g. banking services, credit card processors, etc.), third-party CSC(s) (e.g. SunPass or the Florida Centralized Customer Service System (CCSS); including training and warranty period. Provide ongoing maintenance for the RTCS hardware and software through the length of the Contract.

0.1.2.2. Provide the Customer Service Center (CSC) with provisions to accommodate a future Toll Enforcement Center (TEC), and the interfaces with the RTCS and a future IPS, including associated training and warranty period. Provide ongoing supporting maintenance to the COUNTY staff for the CSC hardware and software through the length of the Contract.

0.1.2.3. Provide for a payment card processing entity to process all credit/debit card purchases from the lanes, Customer Service Center, and web interface to support Toll Pass purchases and deposit the transaction amounts with the COUNTY. The Contractor shall provide a payment processor that meets the

COUNTY requirements (see Section 1.7 of the System requirements) and supports interfaces the COUNTY's banking service provider (currently Bank of America).

0.1.2.4. Provide accommodations for a future Image Processing Subsystem (IPS) and the interface with the RTCS and new CSC/(future TEC).

0.1.2.5. Provide for an orderly, smooth Implementation and Transition of toll revenue collection operations from the legacy toll system to the new Toll System, including without limitation, installation of many parts of the new Toll System (e.g. Toll Host / Data Center(s) and Toll Plaza, etc.) either without removing the legacy elements at all, or simply before the decommissioning and removal of companion legacy system elements.

0.1.3. CONTRACTOR COORDINATION COMMITMENT

0.1.3.1. The Contractor shall coordinate activities and cooperate effectively with the COUNTY and all other active Contractors as appropriate, including without limitation, the Legacy Toll System Maintenance Contractor, Roadway Maintenance Contractors, utility service providers, and consultants and representatives retained by the COUNTY for this Project.

0.1.3.2. The Contractor shall interface the Toll System with other internal/external systems and other defined entities and shall coordinate with representatives for those entities.

0.1.3.3. The work associated with integrating the Toll System with the future CCSS will be carried out as a special project.

0.2. GLOSSARY OF TERMS

0.2.1.1. For a Glossary of Terms and Acronyms, please see Appendix F.

0.3. PROJECT BACKGROUND

The Bob Sikes Bridge Toll System Replacement Project is being undertaken by the Escambia County, Florida (County) Department of Public Works as part of the planned public infrastructure improvements to the Pensacola Beach resort area. It is intended to replace the legacy toll collection system with one with state-of-the-art toll collection capability, to improve toll revenue collection operations and traffic flow at the toll plaza.

The County currently offers two (2) methods of toll payment: cash payment of tolls at the toll booth and transponder-enabled Annual Toll Passes. Individual electronic toll payment transactions "by-the-trip" from pre-paid toll accounts like "SunPass®" are currently not accepted, and Annual Toll Passes from the Bob Sikes Bridge are not accepted at any other toll facility; i.e. the Bob Sikes Bridge is not currently interoperable with any other toll operation.

Nearly 80% of those visiting Pensacola Beach by automobile come from out of state, and 80% of the bridge toll transactions currently are cash. There are over 30,000 County Annual Toll Passes issued in circulation.

As the County moves forward with its new toll collection system, it intends for the System design to be able to accommodate new options for payment of tolls in addition to those currently offered methods discussed previously. These new payment options included the potential interface with the Florida's Turnpike Enterprise (FTE) SunPass® electronic toll collection system and/or the new Florida Centralized Customer Service System (CCSS) which could offer benefits to the County and the customer, such as improved traffic throughput, more customer payment options, and outsourced payment and toll enforcement processing services.

0.4. SYSTEM OVERVIEW

0.4.1. ROADSIDE TOLL COLLECTION SYSTEM

0.4.1.1. The Roadside Toll Collection System (RTCS) will include all toll system elements from the plaza and lanes (for all lane types) through to the Toll Host Environment, which is the host-located destination for all transactions and provides management and control of the RTCS.

(NOTE: It is recognized that the Contractor's Toll System solution architecture could have fewer levels than those shown in the Toll System Concept shown in Figures III.00.01 and III.00.02, in which case Plaza computer may not be applicable.)

0.4.1.2. The Toll System provision and maintenance shall be the Contractor's primary responsibility. The COUNTY intends to procure a System that requires as little customization as possible without limiting the System or the System's current capabilities.

Table III.00.01 – Summary of Channelized Toll Lanes

Escambia County, Florida

Toll System Upgrade Project

Summary of Channelized Toll Lanes

v01

Plaza Channelized Lane Type		Total		Replace Existing Channelized Lanes		New Channelized Lanes	
Channelized Lanes	Manned Booth/AVI		4		4		0
	Manned Booth/ ACM/AVI		0		0		0
	ACM/AVI		0		0		0
	Dedicated AVI		0		0		0
	GRAND TOTAL Travel Lanes		4		4		0

NOTES: (1) Travel lane quantities do not include shoulders.

(2) Travel Lane closest to the plaza operates as a Dedicated Toll Pass lane, although it is equipped as a manned booth/AVI.

0.4.2. BACK OFFICE SYSTEM

0.4.2.1. The "Back Office System" (BOS) will include a Customer Service Center (CSC) to support the COUNTY's existing transponder-based Annual Toll Pass program; accommodations for a future Toll Enforcement Center (TEC) to support the enforcement and the recovery of tolls owed by non-paying customers; the primary CSC database; and the user applications.

0.4.2.2. The Toll System shall be designed to ultimately interface with a future new BOS / CSC / TEC provided by an external third party (i.e. the Florida Centralized Customer Service System (CCSS) or other external BOS system).

0.4.3. SYSTEM INTERFACES

0.4.3.1. The new Toll Host Environment will be the new primary manager of the Toll System, and will continue to be responsible for most internal and external interfaces (external to the COUNTY).

0.4.3.2. The main external interfaces from the new Toll Host Environment will be related to other COUNTY systems, such as to the COUNTY enterprise accounting system, any web services, and the COUNTY's external websites; and also banking services associated with cash toll collection.

0.4.3.3. In the future, the Toll System is expected to have new external interfaces including to the SunPass electronic toll system and the future CCSS when it comes on-line. These Toll System's external interfaces would be through the new Toll Host Environment.

0.4.3.4. The main internal interfaces from the new Toll Host Environment will be related to the CSC.

0.4.3.5. In the future, the Toll System is expected to have new internal interfaces including to the future Toll Enforcement Center (TEC) and the future Image Processing Subsystem (IPS) when either are added. These internal interfaces would be through the new Toll Host Environment.

0.5. EXISTING TOLL SYSTEM OVERVIEW

0.5.1.1. See Appendix D, COUNTY Toll Collection System Overview for a high-level overview description and select highlights of the existing legacy toll collection system.

0.5.1.1.1. This information is provided for the Contractor's information only and is not intended to be an exhaustive description of the existing toll system or its environment.

0.5.1.2. In January 2015, the County began and Emergency contract with Transcore to make critical repairs and replacement to portions of the toll equipment. It is

the County's expectation that any replaced equipment is re-used in the new toll collection system.

0.5.1.3. The Contractor is responsible for its own due diligent discovery and validation of the condition and attributes of the existing legacy toll system and environment

0.6. COUNTY OBJECTIVES

The COUNTY Toll System Replacement Project promotes a number of high level objectives that include:

0.6.1.1. Replace/upgrade a system that has reached the end of its life-cycle

0.6.1.2. Improve operational efficiency while maintaining or improving safety

0.6.1.3. Support future potential implementation of SunPass interoperability with FTE and other toll agencies without replacing equipment.

0.6.1.4. Increase traffic through put in time pf peak traffic at the plaza

0.6.1.5. Enhance customer service with improved methods of payment at the lane; and simplify the Annual Toll Pass customer experience prorate Toll Pass purchase options, and online renewal and

0.6.1.6. As an option, provide for and perform future integration with the Florida Centralized Customer Service System (CCSS).

0.6.1.7. As an Option, provide image based review and OCR capacity.

0.7. GENERAL REQUIREMENTS

0.7.1. SYSTEMS ENGINEERING APPROACH

0.7.1.1. The COUNTY expects the Contractor to follow a structured systems engineering process in the design, develop, implement, and test the Toll Collection System Upgrade.

0.7.2. PROMOTE AUTOMATION

0.7.2.1. The Contractor shall design, furnish and install equipment acceptable to the COUNTY that provides an accurate and reliable audit data and reporting system, requiring a minimum of human intervention.

0.7.2.2. Key objective is to increase efficiency and reduce the possibility of errors in operation and maintenance.

0.7.3. DATA REDUNDANCY WITHIN THE SYSTEM

0.7.3.1. The System shall ensure against any loss of data in recording, communicating, and data storage.

0.7.3.2. The System shall provide local storage of transactions at the toll lane/plaza level, and redundancy at the Toll Host and Disaster recovery site.

0.7.4. INTEGRATE COMPONENTS INTO A COMPLETE SYSTEM

0.7.4.1. The Contractor shall cooperate with other selected and legacy contractors to integrate all Project system components into a fully integrated and seamless system from the toll lanes through to the Toll Host Environment and CSC and other subsystems.

0.7.5. STANDARD & COTS COMPONENTS

0.7.5.1. The Contractor shall use standard Commercial-Off-the-Shelf (COTS) components and designs to the maximum extent possible and avoid proprietary elements.

0.7.5.2. The Contractor shall select system components that can be procured through a competitive and available secondary source that is acceptable to the COUNTY. Any exceptions shall be approved by the COUNTY.

0.7.6. PROVEN EFFECTIVE & CONFIGURABLE SOLUTION

0.7.6.1. The COUNTY would prefer a System design that is proven to be effective, reliable, robust, cost efficient to implement and maintain.

0.7.6.2. Though it is recognized that some design customization may be required to accommodate all of the System design requirements, the COUNTY would prefer a proven effective COTS solution with the built-in design flexibility to be configured to meet the COUNTY's requirements, rather than a solution requiring a significant amount of basic custom design from the outset.

0.7.7. LANE INTEGRATION

0.7.7.1. The Contractor shall integrate and control all Toll System devices in the field via the plaza computer (if applicable) and toll lane controllers on the Toll Facility Local Area Network (LAN).

0.7.7.2. The controlled devices shall include the ETC hardware, the vehicle detection and classification system, the image capture and image processing components (traditionally referred to as the Violation Enforcement System (VES)), manual toll lane equipment, feedback devices such as traffic signals, violation beacons and Patron Toll Displays (PTDs), and the overview video audit equipment (TVAS).

0.7.7.3. The System shall have a modular design that facilitates easy upgrade and/or replacement of devices.

0.7.7.4. To the greatest extent possible, the Contractor shall use IP-addressable devices networked to the plaza computers and/or lane/zone controllers for all lane peripheral devices. If not possible, the Contractor shall provide a written explanation as to why the devices cannot be used.

0.7.8. TOLL SYSTEM INTEROPERABILITY WITH THE FLORIDA INTERAGENCY ELECTRONIC TOLL COLLECTION INTEROPERABILITY PARTNER AGENCIES

0.7.8.1. The Contractor shall deliver a System that is completely interoperable with SunPass® (and its interoperable partners) and LeeWay, including all data exchange requirements and interface to the FTE SunPass® back offices, the future CCSS and the LeeWay back office.

0.7.9. MAINTENANCE OF TOLL REVENUE & BUSINESS OPERATIONS WITH MINIMAL DISRUPTION DURING TRANSITION FROM LEGACY TO NEW TOLL SYSTEM

0.7.9.1. During implementation of the new Toll System the COUNTY will continue to collect toll revenue, process vehicular and customer traffic, and conduct other business operations under “live” conditions.

0.7.9.2. During Transition, all legacy toll lanes must continue to properly process toll transactions until each lane is individually shut down for decommissioning and replacement by the new Toll System. The legacy plaza and Annual Toll Pass back office subsystems must continue to function until the decommissioning of all legacy lanes at the toll plaza is complete.

0.7.10. ABILITY FOR COOPERATIVE PURCHASE

0.7.10.1. In addition to the COUNTY’s purchase, other political divisions of the State of Florida (i.e. counties, cities, and expressway authorities) which operate toll roads, now or in the future, may purchase, subject to their own governing law, toll collection system software and equipment, directly from the Contractor.

0.7.10.2. Such purchase shall be at or below the unit rates applicable to the COUNTY’s planned purchases in the same time period.

0.8. OWNER-FURNISHED MATERIALS – USE OF LEGACY EQUIPMENT

0.8.1. GENERAL

0.8.1.1. The COUNTY will provide the following materials including certain legacy toll equipment for the Contractor to integrate into the new Toll System.

0.8.2. DESKTOP WORKSTATIONS, MONITORS AND SERVERS

0.8.2.1. The Contractor shall bid all new equipment, with the exception of new equipment recently installed as part of the COUNTY emergency repair contract.

0.8.2.2. The COUNTY will make available any of the existing equipment or Servers to the Contractor. Should the Contractor use the existing equipment the contractor will assume all risk of the proper integration of any existing equipment into the new toll system.

0.8.2.3. The COUNTY expects the Contractor to provide new equipment whenever cost reasonable to the COUNTY. In the event that the Contractor and the COUNTY agree for the reuse of certain equipment, or the COUNTY purchases new equipment, the Contractor shall credit the COUNTY the cost of the proposed new equipment in the bid.

0.8.2.4. The Contractor shall verify that the COUNTY-furnished workstations are adequate for use as part of the System.

0.8.2.5. The Contractor shall provide workstation specification details such that if the existing COUNTY furnished workstations are not adequate, then the COUNTY may purchase, or have the Contractor purchase through the contract new workstations when appropriate.

0.9. HIGH LEVEL DESIGN CONCEPT

0.9.1. PROJECT-LEVEL SYSTEM OVERVIEW & ARCHITECTURE CONCEPT

0.9.1.1. The proposed replacement Toll System shall use a multi-tier architecture that may include Toll Host Environment, Plaza Level, and Lane Level. The overall toll System framework is illustrated by the block diagram in Figure III.00.01. The High-Level Concept shall be revised by the Contractor during the Design Phase into its final form.

0.9.1.2. It is envisioned that the System will be a centralized distributed system as shown in Figure III.00.01, performing overall management of the System and supporting centralized coordination between the tolling and other internal and external components as necessary.

0.9.1.3. In the event that communications is lost, transaction data shall be stored locally, and once communications are restored, the data shall be transmitted automatically with no loss of data.

0.9.1.4. Remote monitoring capabilities of system components and field operations shall be required.

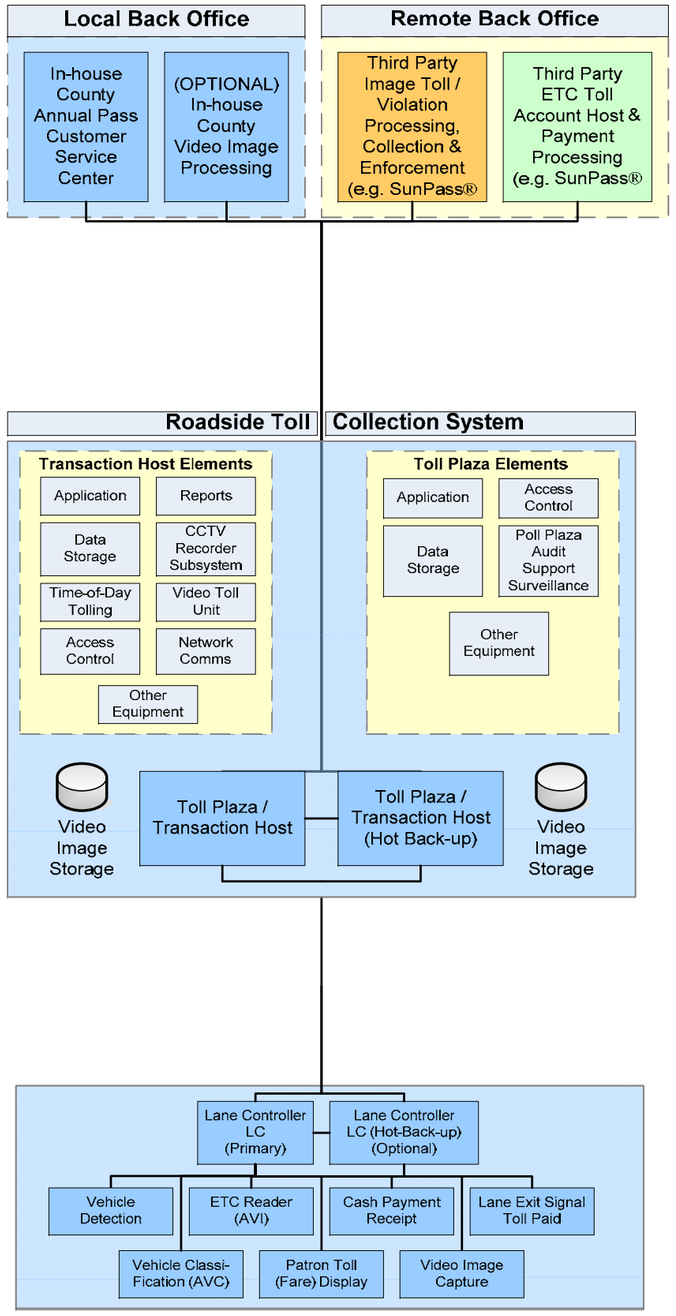
0.9.1.5. The Toll Host Environment shall communicate with the Plaza and Lane equipment, and be able to communicate with the future IPS, and the future TEC.

0.9.1.6. Figure III.00.02 indicates some of the various tolling functions of the System and how they might be performed by multiple System tiers

0.9.1.6.1. Local back office functions are expected to be performed at the Santa Rosa Island Authority (SRIA) offices, located at: 1 Via De Luna Drive, Gulf Breeze, FL 32561

0.9.1.6.2. Host equipment is expected to be located at the at the COUNTY's Level 5 data center at: 6575 North "W" Street, Pensacola, FL 32505

Figure III.00 - 01 – Overall Conceptual Toll System Framework



Back Office CSC Level

BOS / CSC / VPC - Functions

- Transmit data to & from New Toll Host
- Generate toll rate schedule
- Transmit toll rate schedule to New Toll Plazas
- Generate list of valid / invalid AVI transponder IDs
- Generate Hot List of Vehicles of Interest License Plate Numbers
- Receive & store toll transaction data from New Toll Host for payment processing/posting to customer toll accounts
- Receive & store toll violation video image data from New Toll Host for violation processing & payment processing
- Receive & store toll transaction data from legacy Toll Plazas for payment processing/posting to customer toll accounts
- Receive & store toll violation video image data from legacy Toll Plazas for violation processing & payment processing
- Transmit toll transactions from Legacy Plazas/Toll Lanes to New Toll Host
- Manual image review for Legacy Toll System
- Reconcile toll transactions from Legacy Toll Plazas/Toll Lanes (thru Transition Period)
- Amend transactions (thru Transition Period)
- Administer customer toll accounts hosted by OOCEA (thru Transition Period)
- Create system logs for Legacy Toll System
- Generate system reports
- Generate correspondence to customers
- Interface with external entities (e.g. other interoperable CSC, LPN Look-up, banks/credit card processors, mail house, etc.)
- Interface with OOCEA website(s)
- Interface with Eden Enterprise Accounting System

Separate Application Functionality (TBD)

- Toll audit
- Warehouse / archive data

Roadside Toll Collection System

Toll Host Level

New Toll Host - Functions

- Transmit data to and from BOS / CSC / VPC
- Receive & store list of valid / invalid AVI transponder IDs from BOS / CSC / VPC & future BOS / CSC(s)
- Receive & store Hot List of Vehicles of Interest License Plate Numbers from BOS / CSC / VPC & future BOS / CSC(s)
- Transmit data to and from Toll Plaza
- Generate toll rate schedule
- Transmit toll rate schedule to Toll Plaza
- Receive toll transaction data from Toll Plaza
- Receive toll violation data from Toll Plaza
- Collect & store transactions and video image data
- Receive event messages & Tour of Duty and vault-related records from Toll Plaza
- Monitor ops status of Toll Plaza / Lane devices
- MOMS - Monitor real-time health of Toll Plaza / Lane devices
- Store audit / video data
- System-wide time synchronization
- Create system logs
- Generate system reports
- Interface with audit application
- Manage and& store list of valid employee IDs for controlled access to facility and systems
- Generate alarms for system issues
- MOMS application / interface
- Provide software updates and configuration to Plaza, Single Mixed Cash Lane toll equipment
- Support redundant, hot database

Manual Image Review Application Functionality

- Provide for Toll Lanes the functionality for review of video images of license plates by human reviewer, enhance video images for legibility, record license plate number and other descriptive data from the image, and updating a toll transaction with the LP data.

Plaza Level *(if applicable)*

Toll Plaza - Functions

- Transmit data to & from Toll Host
- Receive & store list of valid / invalid AVI transponder IDs from Toll Host
- Receive and store Hot List of Vehicles of Interest License Plate Numbers from Toll Host
- Receive toll rate schedule from Toll Host
- Transmit data to & from Toll Lane (including toll rate schedule)
- Transmit toll rate schedule data to Toll Lane
- Receive & process toll transaction data from the Toll Lane
- Receive & process video image (LPN) data from the Toll Lane
- Video Image (LPN) Processing - Initial OCR of image
- Store transactions & video image (LPN) data
- Compare OCR/Vehicle Fingerprint to corresponding Hot List for downstream enforcement
- Collector tour management & reconciliation
- Monitor vault inventory, status & activity
- Lane administration – open, close, special events, etc.
- Monitor real-time ops status of Toll Lane devices
- MOMS - Monitor real-time health of Toll Lane devices
- Generate Plaza-level reports
- Receive audit video data from the Toll Lanes
- Record video images to support auditing of toll operations
- Receive / store valid list of valid employee IDs for access to facility / system from Toll Host
- Provide software updates & configuration to Toll Lane equipment

Lane Level

New Toll Lane - Functions

- Transmit data to & receive data from Toll Plaza
- Store valid / invalid transponder files & use for AVI transactions
- Receive and store Hot List of Vehicles of Interest License Plate Numbers from Plaza
- Vehicle Detection
- Vehicle Classification
- Determine toll amounts for vehicles
- Cash toll collector user interface functions
- Cash toll collection & print receipts
- Vehicle Identification - Read RFID AVI transponders
- Vehicle Identification - Video image capture - License Plate Numbers
- Generate toll transactions
- Store toll transactions
- Cash Mgt - Monitor ACM coin vault activities
- MOMS - Monitor real-time health of lane equipment

0.10. PROJECT PHASES & MILESTONE SCHEDULE

0.10.1. GENERAL

0.10.1.1. This section defines the framework for the development of this Project across several project phases, the Project schedule itself and the Project testing requirements.

0.10.1.2. This Project framework shall form the organization and structure for the Contractor's Project Management Plans, as well as for the Master Schedule and the test programs.

0.10.1.3. The Contractor shall implement the Toll System Replacement Project and perform the Services as defined in the Contract in accordance with the Project Milestone Schedule as defined below.

0.10.2. PROJECT PHASES

0.10.2.1. Table III.00.02 provides a high-level summary of the phases of the Project work and the associated activities expected to be executed under each phase. (However, it is not intended to be an exhaustive list.)

0.10.2.2. Each phase will require written authorization from the COUNTY

0.10.3. PROJECT STAGES OF TOLL SYSTEM INSTALLATION

TABLE III.00.02 - Project Phase Descriptions

Phase	Phase Definition & Description of Activities
NTP & Prelim. Work	**Notice-to-Proceed** Upon Contract Signature and COUNTY Written Authorization to Begin Work
Phase I	**System Design Development**
	Mobilization Program Management Plan, including: • Project Schedule • Communications & Document Control Plan • Quality Assurance Plan • Safety Plan • Configuration Management Plan **Milestone 1 – Completion of Mobilization** Business Rules Development System Design & Deliverables Revise / Update System Requirements Transition Plan Master Test Plan Update
	Preliminary Design Review (PDR) **Milestone 2 – Satisfactory Completion of Preliminary Design Review (PDR)** Detailed Design Review (DDR) **Milestone 3 – Satisfactory Completion of Detailed Design Review (DDR)**
Phase II	**System Integration, System Implementation, Installation, Commissioning & Testing**
	Software Development & Configuration • Software & System Interface Development, Configuration & Unit Testing • Develop Interface Control Documentation (ICD) Hardware Configuration System Integration Installation Design • COUNTY Data Center Pre-Installation Walk-Through Toll Host Environment • COUNTY Customer Service Center (CSC) Pre-Installation Walk-Through • Hardware Installation & Shop Drawings • Lane System Hardware Installation Drawings & Shop Drawings • Plaza / Lane System Pre-Installation Walk-Through Integration of Toll Host Environment & SunPass Customer Service Center or CCSS
	Hardware & Equipment Procurement & Assembly
	Factory Acceptance Test (FAT) Plan Approval
	Factory Acceptance Test (FAT) **Milestone 4 – Satisfactory Completion of Factory Acceptance Test (FAT)**

	Installation Plans, Documentation & Report Submittals Management & Coordination of Implementation / Installation Activities Authorization for Equipment Delivery & Installation Training of COUNTY and Contract Personnel • (NOTE: May be concurrent with Toll Host Environment implementation) Toll Host Environment Subsystems Implementation (including Toll Host, Reporting, TVAS, CSC, MOMS, etc.) System Component Testing **Milestone 5 – Satisfactory Completion of Implementation of Toll Host Environment** External Interface & Toll Interoperability Testing for Toll Host Environment **Milestone 6 – Satisfactory Completion of External Interface & Toll Interoperability Testing for Toll Host Environment** Toll Plaza & Toll Lane Implementation • Implementation of Plaza • Implementation of Initial Toll Lane System Initial End-to-End Testing (SIETET) for Initial Toll Lane Implementation of Remaining Toll Lanes System Installation & Commissioning Testing **Milestone 7 – Satisfactory Completion of System Installation & Commissioning Testing**
	Open to Full Commissioned Operations Address Installation Punch List
Phase III	**Final System Acceptance**
	Final System Acceptance Testing (SAT) Phase III Submittals Final System Acceptance **Milestone 8 – Satisfactory Completion of the Final System Acceptance Test (SAT)**
Phase IV	**Warranty Period**
	Warranty Period
Phase V	**System Maintenance Period**
	System Maintenance – Initial (Commissioning thru Hardware Warranty Period) **Milestone 9 – End of Initial System Maintenance Period** System Maintenance – Operational (Post-Hardware Warranty Period) • Maintenance of Performance Level of Final System Acceptance Test (SAT) **Milestone 10 – End of Operational System Maintenance Period**

0.10.4. PROJECT SCHEDULE MILESTONES

0.10.4.1. Table III.00.03, below provides the initial milestones that are expected to be in the Contract.

0.10.4.1.1. The schedule and dates presented below are provided at a high level and are subject to change until establishment of the formal schedule.

0.10.4.1. The Contractor shall submit the initial schedules in its proposals and the Contractor shall maintain an updated set of schedules with these milestones as baseline dates.

Table III.00.03 – Project Milestones Summary

Project Phase	Mile-ston e No.	Milestone	Time Frame - *Missing dates shall be determined by the Contractor with County approval*
Phase I System Design Development	1	Completion of Mobilization	__/__/201_
	2	Satisfactory Completion of Preliminary Design Review (PDR)	__/__/201_
	3	Satisfactory Completion of Detail Design Review (DDR)	__/__/201_
Phase II System Integration, System Implementation, Installation, Commissioning & Testing	4	Satisfactory Completion of Factory Acceptance Test (FAT)	On or before _11_/_1_/2015_
	5	Satisfactory Completion of Implementation of Toll Host Environment	__/__/201_
	6	Satisfactory Completion of External Interface & Toll Interoperability Testing of Toll Host Environment	__/__/201_
	7	Satisfactory Completion of System Installation & Commissioning Testing	On or before 3/1/2016
Phase III Final System Acceptance	8	Satisfactory Completion of Final System Acceptance Testing (SAT)	__/__/201_
Phase IV Warranty Period	----	----------	__/__/201_ THRU __/__/201_ H/W: Host Environment: Date of Host Environment Commissioning for 3 years. Plaza: Date of Plaza Commissioning for 1 year. Custom S/W: Date of Plaza Commissioning thru end of Contract Term.
Phase V System Maintenance Period	9	End of Initial System Maintenance Period	__/__/201_ H/W: Date of Final System Acceptance. S/W: Date of Final System Acceptance.
	10	End of Operational System Maintenance Period	5 years after Date of Final System Acceptance.

1. APPLICABLE DOCUMENTS, STANDARDS, CODES & GUIDELINES

1.1. GENERAL

1.1.1.1. The COUNTY's significant long-term investment in this Project requires a quality sustainable product delivered by the Contractor.

1.1.1.2. Project deliverables shall be delivered using industry best practices and standards.

1.1.1.3. The Contractor and System shall comply with all applicable laws, statutes, ordinances, codes, standards, guidelines, industry best practices, etc.

1.1.1.4. Key governing and/or standards organizations include, but shall are not limited to the following:

1.1.1.4.1. Federal, state, and local governmental entities of the United States having proper jurisdiction over this project

1.1.1.4.2. National Fire Protection Association adhering to National Electric Code – NFPA 70 or latest edition

1.1.1.4.3. National Electrical Contractors Associations - National Electrical Installation Standards (latest edition)

1.1.1.4.4. Florida Department of Transportation Standard Specifications for Road and Bridge Construction

1.1.1.4.5. Occupational Safety & Health Administration's Installation and Construction Safe Practices and Procedures (latest edition)

1.1.1.4.6. National Electrical Manufacturers Association

1.1.1.4.7. Insulated Power Cable Engineers Association for Standards for cabling and color standards for conductors (latest edition)

1.1.1.4.8. Underwriters Laboratories for Electrical Safety

1.1.1.4.9. Federal Highway Administration -Manual on Uniform Traffic Control Devices (latest edition)

1.1.1.4.10. Florida Department of Transportation

1.1.1.4.11. Florida Building code (latest edition)

1.1.1.4.12. American Society for Testing and Materials (ASTM International)

1.1.1.4.13. Americans with Disabilities Act and the Florida Civil Rights Act

1.1.1.4.14. National Fire Protection Association (NFPA)

1.1.1.4.15. IEEE

1.1.1.4.16. Underwriters' Laboratories

1.1.1.4.17. Generally Accepted Accounting Principles governed by the Governmental Accounting Standards Board and American Institute of Certified Public Accountants by the Accounting Standards Executive Committee (AcSec).

1.1.1.4.18. Payment Card Industry (PCI) Data Security standards provided by VISA, MasterCard, American Express, and Discover (latest edition), if applicable.

1.2. OTHER

1.2.1.1. The COUNTY is currently updating all policies, procedures and guidelines, and the Contractor shall utilize the most current applicable COUNTY policies and procedures.

2. TASKS INCLUDED IN SCOPE OF WORK

2.1. GENERAL

2.1.1. GENERAL

2.1.1.1. This section provides an overview description of the work tasks that the Contractor shall provide in this Contract.

2.1.1.2. All payment items and associated descriptions are provided in Volume V, Method of Payment.

2.1.1.3. Additional detailed requirements for the Deliverables listed herein can be found in the applicable sections of this document. The System Requirements that define the character of the work product required to be delivered under this Contract are described in Volume IV, System Requirements.

2.1.1.4. Additional information is provided in Volume VI, Appendices.

2.1.2. ANY WORK REQUIRED

2.1.2.1. The Contractor shall perform all work required and necessary to deliver the products, functions, systems and services specified in the System Requirements and this Statement of Work.

2.1.2.2. Any activities required to meet the System Requirements of this specification are considered to be within the scope of the overall Contract unless specifically excluded.

2.1.2.3. The Contractor shall make any physical changes to existing facilities as necessary to accommodate the installation of the new Toll System, including, but not limited to electrical systems, panels, climate control, equipment racks, etc.

2.1.2.4. The Contractor shall make any temporary physical changes or other provisions required at the existing facilities for the transition from the legacy toll system to the new Toll System, including, but not limited to electrical systems, panels, climate control, equipment racks, etc.

2.1.2.4.1. Such temporary changes or provisions shall be designed in accordance with the requirements contained throughout this Statement of Work, and especially Section 7.13, Installation Design & Documentation.

2.1.3. WORK LIMITATIONS

2.1.3.1. General

2.1.3.1.1. The Contractor will be limited in the type of work activities that may be conducted as described below.

2.1.3.2. Physical Modifications to Facilities

2.1.3.2.1. The Contractor shall make all necessary physical, structural and electrical modifications to accommodate the System.

2.1.3.2.2. In general, the Contractor shall not make physical modifications to COUNTY facilities without written authorization from the COUNTY. Pre-approval by the COUNTY or the COUNTY's designated representative is required for all facilities-related work.

2.1.3.2.2.1. Some examples of this would be modifications to the toll islands, structural modifications, certain electrical wiring and cuts in the pavement

2.1.3.2.3. The running of conduits and cables through existing openings in the facility structure would generally be permitted; however, such work must not impact the on-going function of the legacy toll collection system.

2.1.3.2.4. For the requested modifications, the Contractor shall provide acceptable detailed design sketches, engineering drawings and descriptions of the work required for proper installation in accordance with the requirements contained throughout this Statement of Work, and especially Section 7.13, Installation Design & Documentation.

2.1.4. PHASED IMPLEMENTATION APPROACH

2.1.4.1. The COUNTY requires a phased approach to implementation of this project, which includes the following phases:

2.1.4.1.1. Phase I – System Design Development

2.1.4.1.2. Phase II – System Implementation, Installation, Commissioning & Testing

2.1.4.1.3. Phase III – Final System Acceptance

2.1.4.1.4. Phase IV – Warranty Period

2.1.4.1.5. Phase V – System Maintenance Period

2.1.4.2. The COUNTY has established a series of key Schedule Milestone events distributed among the Phases that shall be met and to which progress payment shall be contingent.

2.1.4.3. See Table III.00.02 for a summary description of Project Phases.

2.1.4.4. See Table III.00.03 for a summary list of Project Milestones.

2.2. PHASE I – SYSTEM DESIGN DEVELOPMENT

2.2.1. PHASE OBJECTIVE(S)

2.2.1.1. The objectives of Phase I are to commence work on the Project; establish an effective program management and production organization for the Project; and develop an acceptable System design in accordance with the requirements that is approved by the COUNTY.

2.2.2. NOTICE-TO-PROCEED

2.2.2.1. The COUNTY will issue a Notice-to-Proceed (NTP) to the Contractor following execution of the Contract.

2.2.2.2. With the issuance of the NTP, the project time schedule shall commence and the Contractor shall commence work.

2.2.3. MOBILIZATION

2.2.3.1. Upon receipt of the NTP, the Contractor shall mobilize its forces to commence work.

2.2.3.2. During Mobilization, the Contractor shall establish its project management organization, policies, processes, procedures, local project office(s), mobilize its production resources and capability to develop the System design, and make any preparations for later activities such as testing, installation, training and maintenance.

2.2.3.3. The Contractor shall complete and receive COUNTY approval for, at a minimum, the initial deliverables listed below and related documents:

2.2.3.3.1. Program Management Plan, including the following:

2.2.3.3.1.1. Project Schedule – Master / Baseline

2.2.3.3.1.2. Master Quality Assurance / Quality Control Plan

2.2.3.3.1.3. Safety Plan

2.2.3.3.1.4. Configuration Management Plan

2.2.3.4. **<u>Milestone 1 – Completion of Mobilization</u>** – In order for this Milestone to be satisfied, the Contractor must have successfully completed with the COUNTY approval, all deliverables due to be completed and other requirements to be satisfied before this milestone.

2.2.4. BUSINESS RULES DEVELOPMENT

2.2.4.1. The Contractor shall develop, in consultation with COUNTY staff, a set of Business Rules for the new Toll Collection System, and submit for the COUNTY approval, in accordance with Section 7, System Design Development Program.

2.2.5. SYSTEM DESIGN & DELIVERABLES

2.2.5.1. Based on the Business Rules and other System Requirements, the Contractor shall develop the design for the System.

2.2.5.2. The System Design Development process shall include the revision and update of System Requirements in accordance with the updated Business Rules to support COUNTY toll operations.

2.2.5.3. The Contractor shall provide at a minimum the following deliverables developed in accordance with Section 7, System Design Development Program. Additional deliverables may be required by the COUNTY.

2.2.5.3.1. System General Design

2.2.5.3.2. System Hardware Design & Cut Sheets

2.2.5.3.3. System Software Design

2.2.5.3.4. System Network Evaluation

2.2.5.3.5. System Test Program Design

2.2.5.3.6. Disaster Recovery Plan & Business Resumption Plan (Sections pertaining to Toll Host Environment, Plaza and Lanes)

2.2.5.4. These documents will support and may be included in the deliverables required for the Preliminary and Detailed Design Reviews.

2.2.6. TRANSITION PLAN

2.2.6.1. The Contractor shall provide a plan and complete data migrations from the existing Customer Service and Back Office Systems to the new system as part of this Contract

2.2.6.2. The Contractor shall provide plan and complete migration of the existing Toll Pass transponders to the future Toll Pass transponders as part of this Contract.

2.2.6.3. The Contractor shall develop a complete and comprehensive Transition Plan and submit for COUNTY approval, in accordance with Section 7, System Design Development Program.

2.2.7. MASTER TEST PLAN UPDATE

2.2.7.1. The Contractor shall submit a Master Test Plan to the COUNTY for review, comment and approval in accordance with Section 9, Testing Program.

2.2.8. PRELIMINARY DESIGN REVIEW (PDR)

2.2.8.1. The Contractor shall conduct a Preliminary Design Review (PDR) meeting(s) in accordance with the Project Milestone Schedule, the requirements described in Section 7, System Design Development Program.

2.2.8.2. **Milestone 2 – Complete Preliminary Design Review (PDR)** – In order for this Milestone to be satisfied, the Contractor shall have successfully completed with COUNTY approval, all deliverables due to be completed and other requirements to be satisfied.

2.2.9. DETAILED DESIGN REVIEW (DDR)

2.2.9.1. The Contractor shall conduct a Detailed Design Review (DDR) meeting(s) in accordance with the Project Milestone Schedule, with the requirements described in Section 7, System Design Development Program.

2.2.9.2. **Milestone 3 – Complete Detailed Design Review (DDR)** – In order for this Milestone to be satisfied, the Contractor shall have successfully completed with COUNTY approval, all deliverables due to be completed and other requirements to be satisfied .

2.3. PHASE II – SYSTEM INTEGRATION, SYSTEM IMPLEMENTATION, INSTALLATION, COMMISSIONING & TESTING

2.3.1. PHASE OBJECTIVE(S)

2.3.1.1. The objective of Phase II is to produce in a development environment the fully functional integrated System in accordance with the System Requirements and the Detailed Design approved after DDR by the COUNTY.

2.3.1.2. The fully functional integrated System shall then be required to pass full comprehensive testing at the “factory” before being approved by the COUNTY for on-site installation and integration.

2.3.1.3. During this phase the design details of System field installation shall be designed by the Contractor and submitted to the COUNTY for approval.

2.3.1.4. Another objective of Phase II is to implement, install, commission and test the fully functional integrated System for service in a live, field environment at the COUNTY toll system sites in accordance with the System Requirements, the Detailed Design approved after DDR by the COUNTY, the approved Implementation and Transition Plans, and other applicable approved plans and designs.

2.3.1.5. The System Implementation shall provide for a smooth system installation and operational Transition from the full revenue operations under the COUNTY legacy toll collection system to revenue operations by the new Toll System.

2.3.1.5.1. The COUNTY implementation / transition approach is to begin System Implementation at the Toll Host Environment and progress downward to the Plaza-level toward the Toll Lane level.

2.3.1.5.2. The Toll Host Environment and related subsystems (e.g. CSC, etc.) must be successfully integrated with all external interfaces successfully functional before the COUNTY will authorize transition of the Plaza and first legacy Toll Lane to the new Toll System.

2.3.1.5.3. The transition process shall include the proper migration of legacy data for Annual Toll Pass accounts and transponder inventory from the legacy CSC to the new CSC.

2.3.1.6. Due to the mission critical nature of the legacy toll system, the new fully functional integrated initial System shall then pass full comprehensive end-to-end testing of the Toll Host environment, Plaza and the first Toll Lane configuration (SIETET) and then Installation & Commissioning Testing before being approved by the COUNTY for further installation and transition of the remaining three (3) toll lanes.

2.3.2. SOFTWARE DEVELOPMENT & CONFIGURATION

2.3.2.1. The Contractor shall develop and configure the Toll System software in accordance the approved Detailed Design Review (DDR) Document and other related design documentation approved by the COUNTY.

2.3.2.2. The necessary Software development work shall be conducted in accordance with the Project Milestone Schedule.

2.3.3. HARDWARE CONFIGURATION

2.3.3.1. The Contractor shall configure the Toll System hardware in accordance with the approved Detailed Design Review (DDR) Document and other related design documentation approved by the COUNTY.

2.3.3.2. The Hardware configuration work shall be conducted in accordance with the Project Milestone Schedule.

2.3.4. SYSTEM INTEGRATION

2.3.4.1. The Contractor shall provide System Integration for the Toll System in accordance the approved Detailed Design Review (DDR) Document and other related design documentation approved by the COUNTY.

2.3.4.2. The System Integration work shall be conducted in accordance with the Project Milestone Schedule.

2.3.5. INSTALLATION DESIGN

2.3.5.1. Installation Plans & Shop Drawings

2.3.5.1.1. Bob Sikes Toll Plaza - The Contractor shall prepare installation plans and shop drawings for the toll plaza and each toll lane for COUNTY review and approval.

2.3.5.1.2. The Contractor shall prepare installation plans for the equipment to be located at the following COUNTY office location:

2.3.5.1.2.1. Data Center: 6575 North "W" Street, Pensacola, FL 32505

2.3.5.1.2.2. Operations Center and Disaster Recovery Site:, 3363 West Park Place, Pensacola, FL 32505 (Central Office Complex and Disaster Recovery site)

2.3.5.1.2.3. Santa Rosa Island Authority (SRIA) customer service Center at:1 Via De Luna Drive, Gulf Breeze, FL 32561.

2.3.5.1.2.4. Other future locations as directed by the COUNTY.

2.3.5.2. Installation Provisions for Toll System Transition

2.3.5.2.1. The Contractor's Installation Design and Plans shall account for the System Transition process.

2.3.5.2.2. The toll facilities (i.e. Data Center(s), toll plaza, toll lanes, etc.) shall accommodate hardware elements and apparatus for BOTH the new Toll System elements and the legacy toll system elements until the appropriate legacy toll system elements can be decommissioned and removed.

2.3.5.3. The COUNTY Data Center Pre-Installation Design Walk-Through

2.3.5.3.1. The Contractor shall participate with the COUNTY in one or more "pre-build-out" design meeting(s) and subsequent walk-through(s) of the COUNTY Data Center(s).

2.3.5.3.2. During this walk-thru the COUNTY will identify items to be salvaged (vs. disposed of as waste), and determine disposition plans for the items that are to be salvaged.

2.3.5.4. Toll Host Environment / Data Center Hardware Installation & Shop Drawings

2.3.5.4.1. The Contractor shall in accordance with this Statement of Work prepare installation plans and shop drawings for the equipment to be located at the COUNTY Data Center.

2.3.5.4.2. For further detailed requirements, see Section 7 System Design Development Program.

2.3.5.5. Plaza / Lane System Pre-Installation Design Walk-Through

2.3.5.5.1. The Contractor shall conduct a Pre-installation Design meeting and, where possible and appropriate, walk-through(s) with the COUNTY and its representatives.

2.3.5.5.2. During this walk-thru the COUNTY will identify items to be salvaged (vs. disposed of as waste), and determine disposition plans for the items that are to be salvaged.

2.3.5.6. Lane System Hardware Installation & Shop Drawings

2.3.5.6.1. The Contractor shall in accordance with this Statement of Work provide detailed installation instructions for all hardware provided under this Contract.

2.3.5.6.2. The Contractor shall provide accommodations to incorporate the legacy toll equipment which the COUNTY intends to reuse as part of the new Toll System.

2.3.6. HARDWARE & EQUIPMENT PROCUREMENT & ASSEMBLY

2.3.6.1. The Contractor shall procure / assemble the hardware for the System.

2.3.7. FACTORY ACCEPTANCE TEST (FAT) PLAN APPROVAL

2.3.7.1. The Contractor shall develop and submit Factory Acceptance Test Plan(s) for COUNTY review, comment and approval in accordance with Section 9 (Testing Program, Factory Acceptance Test Plan) and the Project Milestone Schedule.

2.3.7.2. The FAT Test Plan shall be in accordance with Section 9 (Testing Program, Factory Acceptance Test Plan) in this Statement of Work.

2.3.8. FACTORY ACCEPTANCE TEST (FAT)

2.3.8.1. The Contractor shall conduct complete Factory Acceptance Testing (FAT) in accordance with the requirements described herein, in Section 9, Testing Program, and elsewhere as applicable in this Statement of Work.

2.3.8.2. **Milestone 4 – Factory Acceptance Test (FAT) Approval** - In order for this Milestone to be satisfied, the Contractor must have successfully completed with COUNTY approval, the test and all deliverables due to be completed and other requirements to be satisfied before this milestone.

2.3.9. INSTALLATION PLANS, DOCUMENTATION & REPORT SUBMITTALS

2.3.9.1. During the installation phase of the Project, the Contractor shall as a minimum, provide the following deliverables. (Additional deliverables may be required by the COUNTY.)

2.3.9.1.1. Final Installation Plans and Procedures for Field Installation

2.3.9.1.2. Installation Progress Reports

2.3.9.1.3. Installation Punch list, Punch list Progress and Final Reports

2.3.9.1.4. “As-Built” Drawings, Revised Cut Sheets, Equipment Inventory Reports

2.3.9.1.5. Toll Host Environment and Interface Test Plan and procedures

2.3.9.1.6. Roadside Test Plan and Procedures

2.3.9.1.7. Training Plans

2.3.9.1.8. Training Manuals

2.3.9.1.9. Maintenance Plans

2.3.9.1.10. Maintenance Manuals

2.3.9.1.11. Roadside System Operations Manual (Draft & Final)

2.3.10. MANAGEMENT & COORDINATION OF IMPLEMENTATION / INSTALLATION ACTIVITIES

2.3.10.1. The Contractor shall manage the staged Implementation process described below, to ensure an efficient, smooth and safe process that will deliver a quality product with minimal disruption of toll revenue and business operations.

2.3.10.2. The Contractor shall coordinate installation activities with the COUNTY, the COUNTY operations plaza managers and other contractors as appropriate and any other entity required or identified by the COUNTY to properly complete the installation phase.

2.3.11. INSTALLATION STAGING CONCEPT

2.3.11.1. System implementation shall be organized into these general areas:

2.3.11.1.1. Data Centers (primary/COUNTY Central Office Complex & Disaster Recovery sites) –Toll Host Environment Reporting, CSC, TVAS, MOMS, etc.

2.3.11.1.2. Plaza Installation Site

2.3.11.2. An overview of the Staged Implementation / Integration Concept is provided in Figure III.00.03.

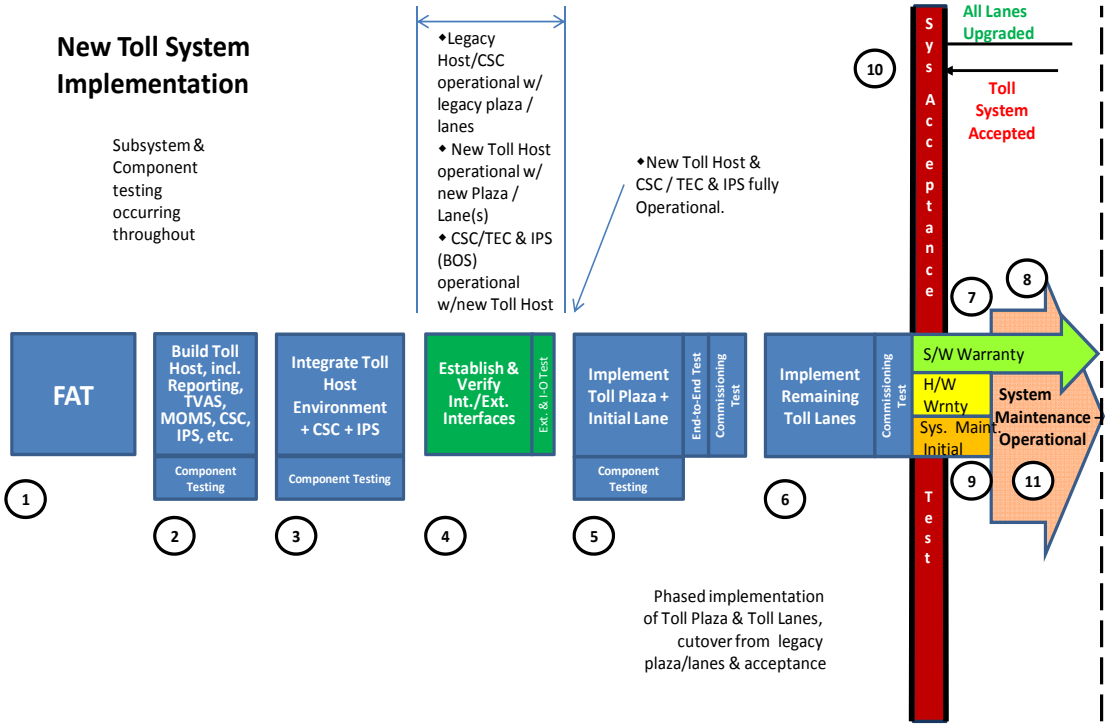
2.3.11.2.1. The illustration and discussion of the activities is at a high-level and intended to communicate the general coordination and sequencing of activities; and may not include all activities required for successful implementation and completion of the Project. For example, not all the testing activities required are shown in the figure.

2.3.11.2.2. The following are brief descriptions of the installation and integration activities. The last digit in the section number corresponds to the numbers in the ovals as shown in Figure III.00.03, below.

2.3.11.2.2.1. Toll System Factory Acceptance Testing (FAT)

2.3.11.2.2.2. Build the Toll Host Environment – The Contractor shall build, install, and test the Toll Host Environment (including the Reporting, CSC, TVAS, MOMS, etc. elements) primary and disaster recovery sites at COUNTY facilities. This includes live testing of the Interface with the CSC subsystem.

Figure III.00.03 – Staged Implementation / Integration Concept



2.3.11.2.2.3. Integrate New Toll Host Environment – The Toll Host Environment is fully integrated with the Customer Service Center (CSC) (and the future Toll Enforcement Center (TEC)) and the future Image processing Subsystem (IPS).

2.3.11.2.2.4. Establish Internal / External Interfaces – The Contractor and the COUNTY together will test the interfaces with external systems such as the COUNTY enterprise financial accounting system, and also other entities such as toll interoperability partners, Florida Department of Highway Safety & Motor Vehicles (DHSMV), payment card processors and banks/credit card companies, etc. This testing shall align with Activity 2

2.3.11.2.2.5. Implement Toll Plaza & Initial Toll Lane – At the Toll Plaza the Contractor will build the new Plaza environment for the roadside Toll System along-side the legacy plaza environment. Once the new Plaza environment has been installed, integrated with the Toll Host Environment and initially tested, the Contractor shall build the initial Toll Lane and integrate it with the new Toll Plaza and Toll Host Environment. This shall be a permanent installation for the single channelized Cash + Electronic toll lane. The Toll Host is exchanging data with the CSC (with future) TEC) and future IPS. The Toll Host is receiving transactions from the Plaza and initial Lane, and data is communicated from the CSC via the new Toll Host Environment down to the Lanes, and from the initial toll lane up to the back office subsystem(s).

2.3.11.2.2.6. Implement Remaining Toll Lane, Commission for Revenue Service, plus Plaza Acceptance Test – Once Activities 2, 3, 4, 5 and 5 are complete the Contractor shall then continue to install the new Toll System components on the balance of the COUNTY's Toll Lanes. This shall be done systematically in logical order from far right to left as one approaches the toll plaza. As these Toll Lanes are completed and successfully tested they will be commissioned into revenue service and their Warranty period will begin.

2.3.11.2.2.7. Warranty Period (Hardware & Systems) – The Contractor shall provide a Warranty period for Equipment and Hardware once the new Toll System completed and Commissioned for revenue service. During this time, the legacy equipment shall be removed in coordination with the new System implementation.

2.3.11.2.2.8. Warranty Period (Software) – The Contractor shall provide a Warranty period for Software once the new Toll System is completed and Commissioned for revenue service. The Software Warranty shall extend from the Commissioning until the end of the Contract term for the full Toll System.

2.3.11.2.2.9. Initial System Maintenance – Following the Commissioning of the Toll Plaza the Contractor shall provide ongoing Initial Maintenance of the Toll System through the Hardware Warranty Period.

2.3.11.2.2.10. System Acceptance Test – Once the new Toll System is completely installed, it will undergo the Final System Acceptance Test.

2.3.11.2.2.11. Operational System Maintenance – Following the Initial System Maintenance Period the Contractor shall provide ongoing Operational System Maintenance of the Toll System.

2.3.12. AUTHORIZATION FOR EQUIPMENT DELIVERY & INSTALLATION

2.3.12.1. After COUNTY approval of the Factory Acceptance Test; the coordination and approval required for shipment and installation; and subject to written approval only by the COUNTY, the Contractor shall begin shipment of Toll System equipment to the Project site to begin the installation phase.

2.3.12.2. Unless otherwise agreed, no actual equipment installation activity shall take place on site until Factory Acceptance Test approval has been obtained and any such equipment delivery and installation is approved in writing by the COUNTY.

2.3.12.3. If in the opinion of the Contractor any conduit installation or other minor physical modifications to the toll lane/plaza buildings or back office facilities may be required prior to the successful execution of the FAT, these may be performed prior to approval of the Factory Acceptance Test if they are approved in writing by the COUNTY and done at the Contractor's own risk.

2.3.13. TRAINING OF COUNTY PERSONNEL

2.3.13.1. The Contractor shall commence the training of COUNTY personnel at least 10 business days prior to the scheduled completion of Toll Host Environment

Interface Testing in accordance with the Training Plan as approved by the COUNTY.

2.3.13.2. This activity may occur concurrently with the Toll Host Environment Implementation described below.

2.3.13.3. See Section 10, Training Program for further requirements.

2.3.14. TOLL HOST ENVIRONMENT IMPLEMENTATION

2.3.14.1. Toll Host Environment implementation shall occur after successful completion of the FAT and written authorization from the COUNTY.

2.3.14.2. COUNTY Data Centers & Back Office CSC Installation & Testing

2.3.14.2.1. The Contractor shall first furnish, install, test the new Toll Host Environment (including the Reporting, TVAS, MOMS, CSC, etc. elements) and establish the network connectivity.

2.3.14.2.2. The Contractor shall furnish, install, test the new disaster recovery Toll Host Environment (including the Reporting, TVAS, MOMS, CSC, etc. elements) and establish the network connectivity.

2.3.14.3. Toll Host Environment System Component Testing

2.3.14.3.1. The Contractor shall conduct data migration and transition testing in coordination with the COUNTY.

2.3.14.4. **Milestone 5 – Complete Implementation of Toll Host Environment** - In order for this Milestone to be satisfied, the Contractor shall have successfully completed with the COUNTY approval, the testing and all deliverables due to be completed and other requirements to be satisfied before this milestone.

2.3.15. TOLL HOST ENVIRONMENT INTERFACE & INTEROPERABILITY TESTING

2.3.15.1. Toll Host Environment Internal Interface Testing

2.3.15.1.1. The Contractor in coordination with the COUNTY shall conduct complete Toll Host Environment Internal Interface Testing in accordance with the appropriate COUNTY-approved test plans, and in accordance with the requirements described herein, in Section 9, Testing Program, and elsewhere as applicable in this Statement of Work.

2.3.15.2. Toll Host Environment External Interface & Toll Interoperability Testing

2.3.15.2.1. The Contractor in coordination with the COUNTY shall conduct complete External Interface & Interoperability Testing in accordance with the appropriate COUNTY-approved test plans, and in accordance with the requirements described herein, in Section 9, Testing Program, and elsewhere as applicable in this Statement of Work.

2.3.15.3. **Milestone 6 – Completion of Toll Host Environment Interface & Toll Interoperability Testing** – In order for this Milestone to be satisfied, the Contractor shall have successfully completed with COUNTY approval, the test and all deliverables due to be completed and other requirements to be satisfied before this milestone.

2.3.16. TOLL PLAZA & TOLL LANE IMPLEMENTATION

2.3.16.1. Commencement of System Installation at Toll Plaza & Toll Lane Site

2.3.16.1.1. Field Installation for the Plaza and Toll Lanes may begin after the completion and approval of FAT.

2.3.16.1.1.1. As an exception, any installation activities conducted before successful completion of the FAT shall be with the approval of the COUNTY, and the Contractor would be working at its own risk in the event that FAT is unsuccessful.

2.3.16.1.2. The second, third and fourth legacy toll lanes shall remain fully operational for revenue service until successful completion of the System including the initial new Toll Lane has passed the End-to-End test, and the initial Toll Lane has been commissioned for revenue service.

2.3.16.2. Installation Work

2.3.16.2.1. Toll Plaza / Lane Installation by the Contractor shall include any necessary modification of the toll facility, related minor civil works and all other activities required to complete the installation of all roadside-related equipment for the complete successful functioning of the deployed System.

2.3.16.2.2. This installation work shall be conducted in accordance with the COUNTY-approved Installation Plan and Schedule.

2.3.16.2.3. Any such anticipated construction or modifications to the structures shall first be approved in writing by the COUNTY.

2.3.16.2.4. Any such anticipated construction or modifications to the structures must be in conformance with the applicable building codes, laws and regulations.

2.3.16.3. Protection of Existing Toll Equipment & Maintenance of Toll Revenue Collection Operations

2.3.16.3.1. The Contractor shall be responsible for installing elements of the new System while the existing system is still operational for revenue collection.

2.3.16.3.2. The Contractor shall at all times maintain the security and operational integrity of the legacy toll system equipment, while installing new System equipment.

2.3.16.3.3. During the installation of the new System, care shall be taken by the Contractor to not damage any of the existing system components.

2.3.16.3.4. During the installation of the new System, care shall be taken by the Contractor to avoid or minimize disruption of COUNTY revenue collection and business operations.

2.3.16.3.5. If any disruption to the existing toll collection system or its operations results in the COUNTY incurring additional cost or loss of revenue, such additional cost shall be borne by the Contractor.

2.3.16.3.6. The new Toll System equipment shall be installed, tested and staged by the Contractor, in order that disruption to traffic and toll collection operations on the toll road is minimized.

2.3.16.3.7. The Contractor shall be allocated a certain window of time to work in each lane which will be defined by the COUNTY after consultation with the Contractor.

2.3.16.4. Removal & Disposition of Existing System Equipment

2.3.16.4.1. For additional requirements for removal and disposition of existing system equipment see Section 8.4 Removal of Legacy Equipment / Debris / Cleaning / Work Site Restoration.

2.3.16.5. Maintenance of Traffic (MOT) Requirements for Installation

2.3.16.5.1. The Contractor shall maintain traffic control in accordance with all applicable standards and procedures in coordination with the COUNTY.

2.3.16.5.2. The Contractor shall be responsible for coordinating all lane closures and Maintenance of Traffic (MOT) activities at the COUNTY facility with the COUNTY Operations staff.

2.3.16.5.3. The Contractor shall be responsible for all expenses (labor and equipment) related to the MOT at the COUNTY facilities as part of the Toll System deployment.

2.3.16.5.4. The Contractor shall submit plaza-specific MOT plans before starting any work at that location in accordance with Section 7.13.

2.3.16.5.5. These plans shall identify the specific dates, times and lanes that will be closed and how they are addressed from a traffic and safety perspective.

2.3.16.5.6. These plaza-specific MOT plans shall be submitted to the COUNTY for approval at least 72 hours in advance of the proposed lane closures.

2.3.16.5.7. The Contractor shall be required to follow the general COUNTY traffic control policies.

2.3.16.5.8. Any updates on restrictions on time of day when individual lanes may be closed will be provided by the COUNTY.

2.3.16.5.9. The Contractor shall stage, pre-assemble, and pre-mount as much equipment as possible, thus minimizing impacts to ongoing toll collection operations, lane closures or total roadway closures.

2.3.17. SYSTEM COMPONENT TESTING

2.3.17.1. System Component Testing shall be conducted by the Contractor after each component is installed at the COUNTY production site to verify that key System functionality is working properly.

2.3.17.2. System Component Testing shall be conducted in accordance with Section 9, Testing Program of this statement of Work.

2.3.18. SYSTEM INITIAL END-TO-END TESTING (SIETET)

2.3.18.1. Following the successful completion of initial installation and in preparation for placing the lane type into production, the Contractor shall conduct a formal System Initial End-to-End Testing for the first lane type ETC/Cash-Manual).

2.3.18.2. System Initial End-to-End Testing shall be conducted in accordance with COUNTY-approved SIETET test procedures, and in accordance with the requirements described herein, in Section 9, Testing Program, and elsewhere as applicable in this Statement of Work.

2.3.19. PLAZA SITE INSTALLATION & COMMISSIONING TESTING FOR REVENUE SERVICE

2.3.19.1. Upon the successful completion and approval of the SIETET, approval of the Installation Plan, and completion of all necessary staff training for all aspects of the Project, the Contractor shall be given the authorization to install the remaining elements of the Toll Collection System at each site.

2.3.19.2. Upon completion of the full Toll System including the Toll Host Environment, the CSC, and other related subsystems; the Plaza Environment; and the initial Toll Lane, the Contractor shall conduct the End-to-End Test for the System in accordance with Section 9, Testing Program.

2.3.19.3. “Commissioning” shall be interpreted by the Contractor as the completion of the necessary testing at each site to demonstrate the System at each site is ready for revenue collection and operation.

2.3.19.4. Commissioning shall include testing of all the System functionality, all the equipment functionality, software and communication interfaces under actual field conditions at each site.

2.3.19.5. Successful Commissioning means that the COUNTY may at its sole discretion allow the System to be placed into revenue collection operation.

2.3.19.6. Each System element that is commissioned shall be considered ready for use (revenue collection) after successful Commissioning and a completed Commissioning Checklist is submitted by the Contractor at the time of Commissioning.

2.3.19.7. Prerequisites for the Commissioning of the Toll Host Environment include successful completion and COUNTY approval of the following tests:

2.3.19.7.1. FAT Test

2.3.19.7.2. System Component Testing: Toll Host Environment, including Reporting, TVAS, MOMS

2.3.19.7.3. Toll Host Environment External Interface & Interoperability Test

2.3.19.7.4. System Initial End-to-End Test (SIETET)

2.3.19.8. Prerequisites for the Commissioning of the Customer Service Center (CSC) include successful completion and COUNTY approval of the following tests:

2.3.19.8.1. FAT Test

2.3.19.8.2. System Component Testing: Toll Host Environment, including Reporting, TVAS, MOMS

2.3.19.8.3. System Component Testing: or CSC, as appropriate

2.3.19.8.4. Toll Host Environment External Interface & Interoperability Test

2.3.19.8.5. System Initial End-to-End Test (SIETET)

2.3.19.9. Prerequisites for the Commissioning of the Toll System Plaza / Toll Lanes include successful completion and COUNTY approval of the Toll Host Environment tests listed above, plus the following tests:

2.3.19.9.1. FAT

2.3.19.9.2. System Component Testing: Plaza Environment, all Roadside Toll Lane Elements

2.3.19.9.3. System Initial End-to-End Test (SIETET)

2.3.19.10. **Milestone 7 – Successful Completion of the System Installation & Commissioning Testing** - In order for this Milestone to be satisfied, the Contractor shall have successfully completed with COUNTY approval, the test and all deliverables due to be completed and other requirements to be satisfied before this milestone.

2.3.20. INSTALLATION PUNCH LIST

2.3.20.1. The Contractor shall prepare a detailed installation Punch List for COUNTY review. The installation Punch List refers to the list of installation and work items resulting from the walkthrough with the Contractor and the COUNTY.

2.3.20.2. The Punch List is intended to address, but not be limited to, issues related to system function, completion of the work, and workmanship.

2.3.20.3. The Contractor shall prioritize and categorize all Punch List items and work collaboratively with the COUNTY to confirm the prioritization.

2.3.20.4. The COUNTY reserves the right to approve the Punch List items and to modify the prioritization of those items.

2.3.20.5. The COUNTY will conduct a Final Inspection of the work to verify that all of the Punch List items have been satisfactorily addressed.

2.3.20.6. COUNTY Final Inspection shall not relieve the Contractor of fulfilling the requirements of the Contract to properly complete the work.

2.4. PHASE III – FINAL SYSTEM ACCEPTANCE

2.4.1. PHASE OBJECTIVE(S)

2.4.1.1. The objective of Phase III is for the COUNTY to perform Final Acceptance Testing to verify that Toll System has been successfully integrated, and installed; and to fully test the System to verify that the System is complete, fully functional and performing to the level required by this Contract in a live production environment at the COUNTY Toll System sites.

2.4.1.2. During Phase III, the Contractor shall deliver as required in acceptable form and as scheduled, all documentation, other products and deliverables that are prerequisite for Final System Acceptance, in accordance with the Contract.

2.4.2. FINAL SYSTEM ACCEPTANCE TEST (SAT)

2.4.2.1. As part of Phase III, a 32-day Final System Acceptance Test of the new Toll System under actual use shall take place and the Contractor shall be required to fully support and maintain the Toll System.

2.4.2.2. The SAT shall be conducted by the Contractor in accordance with a COUNTY-approved SAT Plan for the plaza location after all the plaza's lanes have been installed and commissioned.

2.4.2.3. Depending on the severity of anomalies identified during the SAT, the COUNTY may require that the test be re-started at Day One until it is successfully completed as defined in Section 9 Testing Program.

2.4.2.4. At the successful conclusion of the SAT, the Contractor shall enter the detailed parts list for the plaza/lanes into the MOMS Inventory of System Hardware and provide to the COUNTY a system schedule of preventive maintenance measures.

2.4.2.5. At the conclusion of the final SAT, the Contractor shall provide the final SAT documentation.

2.4.2.6. See Section 9 for further detailed requirements for the Final System Acceptance Test process.

2.4.3. PHASE III SUBMITTALS

2.4.3.1. At the conclusion of Phase III the Contractor shall provide as a minimum the following deliverables to the COUNTY for the System. Additional deliverables may be required by the COUNTY.

2.4.3.1.1. Installed Equipment List (loaded onto MOMS Inventory of System Hardware)

2.4.3.1.2. Spare Parts List (loaded into MOMS)

2.4.3.1.3. Final System Acceptance Test Documentation

2.4.3.1.4. Maintenance Plan covering predictable and unpredictable events.

2.4.3.2. In addition, Final System Acceptance requires that all required Project documents, including the complete System Documentation Package as described in Section 6.2, are present and are in a contractually acceptable format.

2.4.3.2.1. These documents shall include without limitation: hardware schematics; database documents and final interface control documents (ICDs); software documentation; operations manuals; training manuals; and system descriptions.

2.4.4. FINAL SYSTEM ACCEPTANCE

2.4.4.1. **Milestone 8 – Successful Completion of the Final System Acceptance Test (SAT)** - In order for this Milestone to be satisfied, the Contractor shall have successfully completed with COUNTY approval, the test and all deliverables due to be completed and other requirements to be satisfied before this milestone.

2.4.4.2. See Section 9 for the criteria for successful completion of this test phase.

2.4.4.3. At the conclusion of the Phase III evaluation period, if the System is considered to be operating in full compliance with Contract requirements, the COUNTY will provide the Contractor with written notice of System Final Acceptance.

2.5. PHASE IV – WARRANTY PERIOD

2.5.1. WARRANTY PERIOD

2.5.1.1. Warranty Work and Warranty Period is defined in Section 12.

2.5.2. FINAL SUBMITTALS

2.5.2.1. At the beginning of the initial warranty period of the Project, the Contractor shall provide the following without limitation:

2.5.2.1.1. Final Software and Database Documentation

2.5.2.1.2. Final As-Built Drawings for the System element to which the warrant applies.

2.5.2.1.3. Maintenance Service Manuals (Final)

2.6. PHASE V – SYSTEM MAINTENANCE PERIOD

2.6.1. INITIAL SYSTEM MAINTENANCE PERIOD

2.6.1.1. System Maintenance period is defined in Section 14.

2.6.1.2. **Milestone 9 – End of Initial System Maintenance Period**- Initial Maintenance service terminates at Final System Acceptance.

2.6.2. SYSTEM MAINTENANCE PERIOD

2.6.2.1. System Maintenance period is defined in Section 14.

2.6.2.2. **Milestone 10 – End of System Maintenance Period** - System Maintenance service terminates after the maximum number of annual maintenance periods, or non-renewal, or upon termination.

3. PROGRAM MANAGEMENT

3.1. GENERAL PROGRAM MANAGEMENT

3.1.1.1. The Contractor shall manage the development of all facets of the Project including those found in the Contract documents, and those based on materials that have been developed by the Contractor, reviewed and approved by the COUNTY.

3.1.1.2. The Contractor shall maintain a local project management team through the term of the Contract that provides for management of the Toll System Replacement and System Maintenance program and includes interface and correspondence with the COUNTY, subcontract management, business management, system integration and development, and equipment procurement.

3.1.1.3. The Contractor shall manage the Project in accordance with the approved Program Management Plan described in this section, below. The Contractor shall monitor the progress and status of the Project; and be prepared on any day during the duration of the Contract to show Project progress to the COUNTY on demand. See Section 3.3, Project Schedule & Milestones, for additional requirements.

3.1.1.4. The Contractor shall execute the tasks and generate invoices for billing in accordance with the Payment Schedule and based on the completion of all work as provided in the Payment Schedule.

3.2. PROGRAM MANAGEMENT DOCUMENTATION & PLANS

3.2.1. PROGRAM MANAGEMENT PLAN

3.2.1.1. The Contractor shall prepare a Program Management Plan that identifies the tools and techniques the Contractor will use to proactively manage the Project.

3.2.1.2. The Contractor shall submit the Program Management Plan within twenty (20) days of NTP.

3.2.1.2.1. See Section 3.11 for Document Review provisions.

3.2.1.3. The Contractor shall use industry best practices for Project Management to manage the Project.

3.2.1.4. The Program Management Plan shall also include the following:

3.2.1.4.1. Communications & Document Control Plan

3.2.1.4.2. Baseline Project Schedule

3.2.1.4.3. Contract Data Requirements List (CDRL)

3.2.1.4.4. Monthly progress report format outline

3.2.1.4.5. Project resource tools (i.e. how resources will be tracked and monitored)

3.2.1.4.6. Payment invoice format and processes

3.2.1.4.7. Quality Assurance / Quality Control Plan

3.2.1.4.8. Safety Plan

3.2.2. COMMUNICATIONS & DOCUMENT CONTROL PLAN

3.2.2.1. The Contractor shall prepare and submit a Communications & Document Control Plan for OOCEA approval as part of the Program Management Plan.

3.2.2.2. The Communications & Document Control Plan shall describe how communications (e-mail, texts, etc.) and correspondence (letters, memos, etc.) between the Contractor and the COUNTY will be handled.

3.2.2.3. The Communications & Document Control Plan shall also address the requirements of the COUNTY Records Management Policy and the Florida statute regarding public records retention.

3.3. PROJECT SCHEDULE & MILESTONES

3.3.1. GENERAL

3.3.1.1. The Contractor shall develop and maintain a Master Project Schedule for the Project that includes all deliverables, activities and milestones for each of the Project phases, including the activities listed in Table III.00.02 and Table III.00.03.

3.3.1.2. The Contractor shall submit the Project Schedule within 20 days after NTP.

3.3.1.3. The Project Schedule shall be presented in a Gantt chart format using Microsoft Project, Primavera or other scheduling software approved by the COUNTY.

3.3.1.4. The Project Schedule list of activities shall be based on a logical Work Breakdown Structure (WBS).

3.3.1.5. The schedule shall be structured such that the Project Phases are discretely identified and scheduled along with associated discrete activities within each phase.

3.3.1.6. The Project Schedule shall clearly indicate the activities that are on the Critical Path.

3.3.1.7. The Project Schedule shall be updated regularly in accordance with Section 3.3.3, Updates & Revisions to the Project Schedule.

3.3.1.8. The Project Schedule shall be submitted in both hard copy and electronic copy in Microsoft Project or equivalent native software format and in PDF format.

3.3.2. CONFORMANCE TO THE SCHEDULE

3.3.2.1. Failure by the Contractor to meet schedule milestones and/or performance requirements could result in the assessment of liquidated damages.

3.3.2.2. The Contractor shall use all practical and reasonable means to make the progress of the work conform fully to that which had been reflected in the approved Project Schedule.

3.3.2.3. If the Contractor fails to meet the Project Schedule at any milestone date, the Contractor shall take whatever steps are necessary to bring the Project back into the schedule at no additional cost to the COUNTY.

3.3.3. UPDATES & REVISIONS TO THE PROJECT SCHEDULE

3.3.3.1. The Contractor shall provide updated schedules at least monthly during the design phase and at least bi-weekly during the installation phase.

3.3.3.1.1. The COUNTY may request an updated Project Schedule more often on demand if necessary.

3.3.3.1.2. The Contractor shall submit a revised project schedule within three (3) days after such notification or sooner if requested by the COUNTY.

3.3.3.2. Any and all revisions to the Project Schedule shall be reflected on the Baseline version of the initial Project Schedule.

3.3.3.3. The Contractor shall notify the COUNTY without delay of any delays or slippage of schedule.

3.3.3.3.1. Any failure or delay in notifying the COUNTY may be grounds for default.

3.3.3.3.2. If a delay in the Schedule arises due to circumstances beyond the Contractor's control, the Contractor shall immediately notify the COUNTY in writing detailing the nature of the slippage as well as the remediation steps that the Contractor intends to take.

3.3.3.4. Any failure or delay in the submission of the revised schedule may be treated as a default on the part of the Contractor, who may then be assessed liquidated damages.

3.3.3.5. The COUNTY also reserves the right, in its sole determination, due to failure or delay in submitting the revised schedule, to withhold any payments to the Contractor that may be due based on the payment schedule contained in the Contract.

3.4. CONTRACTOR KEY PERSONNEL

3.4.1. GENERAL

3.4.1.1. The Contractor shall make available the key project personnel for the Project that were identified within the proposal within 10 days of NTP.

3.4.2. PERSONNEL ORGANIZATION

3.4.2.1. The Proposer shall provide a complete staff organization structured for efficient and effective execution of the work, and sized to provide sufficient available resources.

3.4.2.2. The Contractor's key personnel shall include but not be limited to the following roles:

3.4.2.2.1. Principal-In-Charge

3.4.2.2.2. Project Manager

3.4.2.3. The Proposer shall provide a technical team that is adequately qualified and experienced to successfully deliver the products and services required under this Contract to support the following, without limitation:

3.4.2.3.1. Evaluation / refinement of system requirements and business rules

3.4.2.3.2. Detailed design documentation

3.4.2.3.3. Hardware procurement

3.4.2.3.4. Software development

3.4.2.3.5. Implementation and testing

3.4.2.3.6. Commissioning

3.4.2.3.7. Training

3.4.2.3.8. Maintenance

3.4.3. KEY PERSONNEL QUALIFICATIONS & TYPICAL RESPONSIBILITIES

3.4.3.1. General

3.4.3.1.1. The selected Contractor's key personnel shall have full authority to act on behalf of the Contractor and work cooperatively with a variety of consultants and contractors.

3.4.3.1.2. Excellent verbal communication and writing skills appropriate to the job description and skill sets are required for all positions noted below.

3.4.3.2. Project Manager

3.4.3.2.1. Qualifications – It is desirable that the Project Manager have the following minimum qualifications:

3.4.3.2.1.1. At least eight (5) years relevant experience in the toll/revenue collection industry,

3.4.3.2.1.2. At least eight (5) years of relevant project management experience

3.4.4. KEY PERSONNEL AVAILABILITY

3.4.4.1. The Project Manager shall be available for the duration of the Contract.

3.4.4.2. The Project Manager shall be on-site to attend monthly project meetings in the Pensacola local area at a specific location to be determined by the COUNTY, and be available as requested or needed.

3.4.4.3. Other key personnel shall attend monthly project meetings via telephone, and as requested or needed in person.

3.4.5. CHANGES IN CONTRACTOR PERSONNEL

3.4.5.1.1. In cases where there is a change in key personnel for any reason, the Contractor shall gain approval and permission from the COUNTY for any proposed changes in personnel.

3.4.5.1.2. The COUNTY reserves the right to require a replacement of key personnel, and shall require the Contractor to replace any key personnel designated for the project, but no longer available with persons of similar technical qualifications and expertise.

3.4.5.1.3. If the COUNTY determines that any of the key personnel shall be removed from the Project, the Contractor shall, at the direction of the COUNTY, immediately remove the individuals from the Contract and replace him/her with a suitable individual within thirty (30) days.

3.5. SUB-CONTRACT & SUB-CONTRACTORS

3.5.1.1. Subcontractors providing portions of the services under the Contract shall meet all Project delivery requirements excluding those found in Section 3.5 and provide the same level of service required of the Contractor.

3.5.1.2. If the Contractor uses a Subcontractor, the following conditions apply under the listed circumstances:

3.5.1.2.1. The COUNTY retains the right to verify a subcontractor's background and make a determination to approve or reject the use of submitted Subcontractors.

3.5.1.2.2. The approval or disapproval of a subcontractor is at the sole discretion of the COUNTY.

3.5.1.2.3. The Contractor shall be solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.

3.5.1.2.4. The COUNTY reserves the right to require the removal of any Subcontractor employees deemed as unsatisfactory by the COUNTY.

3.6. COUNTY PROJECT MANAGEMENT RESPONSIBILITIES

3.6.1.1. The COUNTY will provide the following:

3.6.1.1.1. Project Manager to serve as the primary point of contact for the Contractor

3.7. CONTRACTOR'S FLORIDA PROJECT OFFICE

3.7.1.1. The Contractor's Florida Project office shall be located in proximity to the project site so as to meet the needs of this Contract.

3.8. MEETINGS & TELECONFERENCES

3.8.1. GENERAL

3.8.1.1. The Contractor shall have all appropriate personnel, including personnel with adequate decision-making authority, available in meetings.

3.8.1.2. The Contractor is responsible for producing and providing meeting agendas and documentation two (2) business days prior to any meeting.

3.8.1.3. The Contractor shall provide meeting minutes in draft form within two (2) business days after the meeting for COUNTY review and comment, and then final meeting minutes within two (2) business days of receipt of COUNTY comments.

3.8.1.4. The Contractor shall provide Meeting Notes and annotated drawings as appropriate for COUNTY staff, authorized representatives, and other stakeholders as may be identified by the COUNTY upon COUNTY request within three (3) business days of the request.

3.8.1.5. The COUNTY will require certain face-to-face meetings but teleconferences are acceptable meeting formats.

3.8.1.6. The Contractor is responsible for all teleconference costs associated with Project related meetings.

3.8.2. PROJECT PROGRESS MEETINGS

3.8.2.1. The Contractor shall meet with the COUNTY to review Project progress at least monthly, but more often as necessary during times of critical or key milestone date activity, and at a schedule to be proposed by the Contractor and agreed to by the COUNTY.

3.8.2.2. At the Project Progress meetings and upon request within three (3) business days, the Contractor shall provide, at a minimum, a status report on Project activities and a three-week look-ahead schedule of upcoming Project activities.

3.8.2.3. If there is a problem that occurs within the reporting period worthy of immediate discussion, the Contractor shall raise this issue to the COUNTY prior to the meeting, or request an immediate meeting.

3.8.2.4. Project Progress meetings shall be conducted at the COUNTY's office, in Pensacola, Florida, unless otherwise agreed upon by the COUNTY.

3.8.2.5. The purpose of these meetings will be to allow the COUNTY to monitor progress, discuss design issues and plan in conjunction with the Contractor for system installation, test and start up of live operations.

3.9. PROGRAM MANAGEMENT REPORTS

3.9.1. MONTHLY PROGRESS REPORTS

3.9.1.1. The Contractor shall prepare and submit monthly progress reports on the status of all previously agreed upon milestone dates, other major items and activities, and the payment schedule.

3.9.1.2. The monthly progress report shall be submitted at least two (2) business days prior to the meeting for COUNTY review.

3.9.1.3. The monthly progress report shall include the submission by the Contractor of updated Project schedule together with projections of any anticipated delays on future milestone dates.

3.9.1.4. The Contractor shall address plans for subsequent reporting periods, and other significant events or issues that occur during this reporting period.

3.9.1.5. The Contractor shall include the installation record book with the monthly progress report.

3.10. DOCUMENT CONTROL, ADMINISTRATION & ARCHIVE

3.10.1. GENERAL

3.10.1.1. Document control, administration and archiving shall be conducted in accordance with the approved Communications & Document Control Plan described in Section 3.2, above.

3.10.2. DOCUMENT CONTROL SYSTEM

3.10.2.1. The Contractor shall ensure that all Project correspondence shall include a unique Document Control Number by which all documents submitted by the Contractor can be logged and indexed as unique and not duplicated.

3.10.2.2. The Contractor shall use a procedure for Document Version Control for all project documentation, as part of the Program Management Plan for COUNTY approval.

3.10.3. DOCUMENT ARCHIVE, LIBRARY & RECORDS

3.10.3.1. The Contractor shall maintain a complete and accurate set of all documents, reports, communications, drawings, diagrams, correspondence, final meeting minutes, and any other documentation developed, received, or acquired under the terms and conditions of this Contract, with the exception of routine team communications or other internal Contractor communications.

3.10.3.2. The Contractor shall provide and maintain an online library of all Project-related documents that shall be available at all times to the COUNTY.

3.10.3.3. The on-line library system shall be a COTS product such as SharePoint or approved equivalent.

3.11. DOCUMENT REVIEW CYCLES

3.11.1.1. The Contractor shall submit a paper copy of required documentation for review and approval by the COUNTY, and also post all electronic files to the online library.

3.11.1.2. Each Contractor submittal item shall have a minimum of three (3) COUNTY review cycles: Outline, Draft, and Final versions unless otherwise specified herein or waived by the COUNTY on a case-by-case basis.

3.11.1.2.1. Excluded from this list are meeting agendas, meeting summaries, and post conduct test reports, which may have two (2) review cycles.

3.11.1.2.2. Exceptions to this rule are at the discretion of the COUNTY Project Manager.

3.11.1.3. The Contractor shall allow for review cycles and adequate review time for the COUNTY in the Project Schedule.

3.11.1.4. The COUNTY will require a minimum of fifteen (15) working days to review and provide comments after Design Documents submittal, except as otherwise specified.

3.11.1.4.1. In the case of larger design reviews, including but not limited to PDR, DDR, and Final Acceptance where the multiple documents are submitted at one time, the COUNTY will require a minimum of twenty (20) working days.

3.11.1.5. The Contractor shall respond and resolve all COUNTY comments within ten (10) business days of receipt of comments by the Contractor unless otherwise specified herein.

3.11.1.6. Document Review Meetings shall be scheduled to discuss any comments that require further discussion or clarification.

3.11.1.6.1. All written comments, as well as those received in Document Review Meetings, provided by the COUNTY shall be addressed in writing.

3.11.1.7. The format of such written responses shall be agreed upon between the Contractor and the COUNTY in advance and be consistent throughout the Project.

3.12. CONTRACTOR PROPRIETARY ITEMS

3.12.1.1. For each submittal to the COUNTY, the Contractor shall provide the COUNTY with a listing of items that it considers proprietary and not subject to the Florida "Government in the Sunshine" Laws.

3.12.1.2. The COUNTY reserves the right to make final judgment as to whether or not any such item listed is proprietary under the provisions of such Laws.

3.12.1.3. The listing should specify the specific equipment, technology, operating system or software in such detail that the COUNTY is able to comprehend which specific part of the equipment, technology or software is proprietary and which entity holds the proprietary rights.

3.12.1.4. Nothing herein shall prevent the Contractor from obtaining a protective order from a Florida court on materials that the Contractor has both identified as confidential and provided the COUNTY with a specific statutory exemption from public disclosure.

3.12.1.5. It shall be the sole responsibility of the Contractor to defend any claim of exemption from disclosure under Florida's Public Records law.

3.13. PROJECT CLOSE-OUT DOCUMENTATION

3.13.1.1. The Contractor shall prepare and submit the following documentation as part of the Project Close-out.

3.13.1.1.1. All Final System Documentation, including without limitation:

3.13.1.1.1.1. Final System Design Documentation

3.13.1.1.1.2. Manuals – User, Operations, Maintenance, Disaster Recovery / Business Resumption

3.13.1.1.2. Final Software Documentation

3.13.1.1.3. Final Hardware Documentation

3.13.1.1.4. Final "As-Built" Documentation, including documents other than plans / drawings

3.13.1.1.5. System Configuration Settings

3.13.1.1.6. All Test Documents

3.13.1.1.7. Spare Parts Inventory Documentation

3.13.1.1.8. Maintenance Plan

3.13.1.1.9. Warranty Documentation

3.13.1.1.10. Certificate of Final Payment to Subcontractors, Suppliers and Vendors

3.13.1.1.11. Release of Liens

3.13.1.1.12. Other documentation

3.13.1.2. The Project Close-out Documentation shall be included in the Project Schedule.

3.14. ACCESS TO COUNTY FACILITIES

3.14.1. FOR NON-ROUTINE ACCESS TO COUNTY FACILITIES

3.14.1.1. The Contractor shall notify the COUNTY in writing at least 24 hours in advance of a planned non-routine visit to any COUNTY facility.

3.14.1.2. The COUNTY reserves the right to approve or deny any request for any reason.

3.14.1.3. The Contractor shall provide a list of names of all individuals who will visit a facility.

3.14.1.4. All individuals who visit the facility shall have a business-provided photo identification card with the business name printed on such identification.

3.14.1.4.1. The identification card shall also include the Contractor's name, any expiration date, job title and any other necessary information to clearly identify a Contractor's employee.

3.14.1.4.2. In lieu of business-provided photo identification, photo identification and a business card that clearly identifies the company name can be provided.

3.14.1.4.3. Onsite COUNTY staff or their designee reserves the right to verify all names provided on the list with the individuals on site.

3.14.1.4.4. All Contractor personnel shall promptly identify themselves to COUNTY staff or their designee at staffed COUNTY locations and give a brief overview of the purpose of the site visit when asked by COUNTY staff or their designee.

3.14.1.4.5. All details regarding requirements for access to COUNTY facilities shall be clearly identified in the Contractor-provided Communications & Document Control Plan.

3.14.1.4.6. In order to receive COUNTY authorization for facility or system access, the person shall comply with the COUNTY SOP.

3.14.2. FOR ROUTINE ACCESS TO COUNTY FACILITIES

3.14.2.1. At the COUNTY's discretion, the COUNTY may provide ID badges to Contractor personnel and require them to be properly worn while working.

3.14.2.2. In order to receive a COUNTY ID badge, the Contractor employees shall fill out required forms and provide a valid Driver's License.

4. QUALITY ASSURANCE

4.1. GENERAL

4.1.1. QUALITY ASSURANCE / QUALITY CONTROL PROGRAM

4.1.1.1. The Contractor shall establish and maintain a Quality Assurance / Quality Control (QA/QC) Program that is consistent with best practices in the industry and all applicable codes and standards.

4.1.1.2. The QA/QC Program shall address quality planning, a quality assurance plan and quality control methodologies and techniques to be used throughout various phases of the Project.

4.1.1.3. The Contractor shall submit a QA/QC Plan for review and approval by the COUNTY.

4.2. CHANGE CONTROL PROCESS (CCP)

4.2.1. GENERAL

4.2.1.1. Within the Master QA/QC Plan deliverable, the Contractor shall detail the Change Control Process (CCP) that will be used for the duration of this Project.

4.2.1.2. Prior to any changes being made to the System under development, the Contractor shall present a Change Request along with supporting documentation to OOCEA for review and approval prior to any change taking effect.

4.2.1.3. The scope for this CCP includes, but is not limited to:

4.2.1.3.1. Software version changes

4.2.1.3.2. System drawing changes

4.2.1.3.3. Schedule updates and or changes

4.2.1.3.4. Documentation, manuals and training guide modifications

4.2.1.3.5. Changes to Requirements

4.2.2. CONFIGURATION MANAGEMENT (CM) PLAN

4.2.2.1. The Contractor shall use a Configuration Management Plan (CM) for all software development work.

4.2.3. STANDARD OF QUALITY

4.2.3.1. It is to be understood that, solely for the purpose of more clearly indicating the minimum standard of quality desired, reference may be made to a particular manufacturer's product, either by name or by limiting description.

4.2.3.2. Wherever an article of material is described in these provisions with a trade name, a name of a manufacturer or a name of a vendor, the term "or equivalent," if not inserted, will be implied.

4.2.3.3. Any other make, substantially similar and performing effectively the duties imposed by the general design, may be approved as equivalent and satisfactory, if deemed to be so at the sole discretion of the COUNTY.

5. SAFETY PROGRAM

5.1. GENERAL

5.1.1.1. The Contractor shall conduct all work of the Contract in such a manner that the design, selection of equipment, and the method of performing the work do not involve any danger or hazard to any persons, or public or private property.

5.1.1.2. The Contractor shall inform its supervisors, employees and/or its Subcontractors of the activity and operations that are inherent to working in an operational toll roadway environment; and shall conduct all construction and installation activities to conform to all routine and emergency traffic and toll roadway safety requirements and guidelines as governed in all applicable standards.

5.1.1.3. The Contractor shall immediately report any abnormal or hazardous conditions to the COUNTY, as well as reporting them in the Installation Record Book.

5.2. SAFETY PLAN

5.2.1.1. The Contractor shall submit a Safety Plan for all aspects of the project for approval by the COUNTY as part of the Project Management Plan.

5.2.1.2. The Safety Plan shall address the measures and procedures the Contractor will use to ensure a safe working environment including without limitation, the conduct of work in a toll lane, toll plaza, and / or any other project location.

5.3. APPLICABLE SAFETY STANDARDS & REGULATIONS

5.3.1.1. The Contractor shall be responsible for ensuring that the provisions of the applicable statutes and regulations of the State of Florida and the United States, including, without limitation, the provisions of the United States Department of Labor-Occupational Safety and Health Administration (OSHA) and any other applicable requirements referred to in Section 1 of this document, are observed.

5.3.1.2. Should any charges of violation of any of the above be issued to the Contractor and / or its Subcontractors in the course of the work, a copy of each charge and resolution thereof shall immediately be forwarded to the COUNTY Project Manager.

5.3.1.3. The Contractor is solely responsible for the resolution of all violations including the payment of all applicable charges, fees, and /or taxes.

5.4. SAFETY VESTS & OTHER APPAREL

5.4.1.1. The Contractor shall ensure that all of its supervisors, employees and /or its Subcontractors wear proper protective safety apparel, including, but not limited to safety vests, at all times when performing work in a toll lane or other areas

that could be considered a work zone for the purposes of OSHA, FHWA or other applicable safety standards.

5.5. LOCK OUT / TAG OUT POLICIES & PROCEDURES

5.5.1.1. The Contractor shall provide “lock out/tag out” policies and procedures in accordance with OSHA and other applicable requirements as part of the Safety Plan.

5.5.1.2. The “lock out/tag out” written policy shall be provided to the COUNTY for review.

5.6. SAFETY FOR OVERHEAD WORK

5.6.1.1. The COUNTY prohibits any and all overhead work over live traffic.

5.6.1.2. The Contractor shall address safety for all overhead work.

5.6.1.3. The Contractor shall address safety of the installation and maintenance personnel as well as safety to COUNTY customers passing under the canopy or other overhead structure.

5.6.1.4. The Safety Plan shall address all necessary safety procedures for proper maintenance of the System equipment on the gantry throughout the life of the Contract.

5.6.1.5. The Contractor shall ensure that utmost care is taken to prevent objects, tools, etc. from being dropped.

5.6.1.6. The Contractor shall evaluate currently installed hardware, and how equipment will be removed and/or replaced during preventative or emergency maintenance within the designated response times.

6. DOCUMENTATION & DRAWINGS – GENERAL REQUIREMENTS

6.1. GENERAL

6.1.1. CONTRACT DATA REQUIREMENTS LIST (CDRL)

6.1.1.1. The Contractor shall submit documentation required for the System design, testing, installation of the System and follow-up documentation (as-built drawings, manuals, etc.), as well as installation plans and shop drawings.

6.1.1.2. The Contractor shall submit as part of its Project Management Plan and associated Project Schedule a Contract Data Requirements List (CDRL) table containing all of the documentation required for submittal to the COUNTY in this Contract.

6.1.1.3. In summary, Project documentation shall include, as appropriate, such types of documentation as listed below in Table III.06.01. (NOTE: This is not intended to be an exhaustive list.)

TABLE III.06.01 - Contract Data Requirements List (CDRL) Document Types

Document Type	Examples
Planning Documents	
Concept Documents	
Reports	
Software Documentation	
Engineering Computations & Analyses	Capacity Analysis Grounding Analysis Power and Heat Load Analysis Surge Suppression Analysis Image Processing Analysis Communication Loss Analysis Redundancy Analysis Subsystem Reliability Analysis
Engineering & Shop Drawings	Communications Block Diagrams
Specifications	Hardware Specifications on environmental, electrical, communications, appearance and performance Interface Control Documents System Security (System Access) Performance Metrics
Hardware & Computer Documentation	Hardware Architecture Mechanical Assembly Drawings Storage and Sizing Analysis
Interconnection, Power Distribution,	

and Wiring Diagrams	
Installation Drawings	Equipment Layouts & Interfaces
User Manuals	Online Help Site for Users
Parts Lists	
“As-Built” Record Drawings	
Modifications made to Commercial Products	
Other Documentation	

6.1.2. DOCUMENTATION STANDARDS

6.1.2.1. The Contractor shall use Documentation Standards for all document types to the COUNTY for review and approval as part of the Project Management Plan.

6.1.2.2. All drawings and diagrams shall conform to generally used industry standard and practices and the COUNTY’s engineering and construction procedures.

6.1.3. SIGNED & SEALED ENGINEERING PLANS & DRAWINGS

6.1.3.1. Any engineering plans necessary to obtain a permit must be signed and sealed by a Professional Engineer (PE) licensed to practice the appropriate discipline of engineering and provide such services in the State of Florida in accordance with Florida Statutes.

6.1.4. FLORIDA PUBLIC RECORDS LAW

6.1.4.1. All documents submitted to the COUNTY under this Project shall become property of the COUNTY and will be treated in accordance with the Florida Public Records Law and the COUNTY records management policy.

6.1.5. PROPRIETARY MATERIAL

6.1.5.1. If any submitted documentation contains proprietary information, the COUNTY or its designee shall be authorized to make copies as may be needed for COUNTY use, or as may be required by law.

6.2. DOCUMENTATION STANDARDS - CONTENT, LAYOUT FORMAT, MEDIA & QUANTITY

6.2.1. GENERAL

6.2.1.1. See Section 7, System Design Development and Section 8, Installation & Transition for additional requirements.

6.2.2. DOCUMENT CONTENT REQUIREMENTS

6.2.2.1. The requirements for technical content and other attributes for project documentation are described throughout this SOW with the specific requirements for the work elements.

6.2.2.2. All Project documentation shall be written in plain English.

6.2.2.3. The use of copyrighted documents is prohibited; any documentation submitted shall be able to be copied without additional authorization.

6.2.3. PROPRIETARY & COMMERCIAL DRAWINGS

6.2.3.1. The Contractor shall clearly identify proprietary and commercial items.

6.2.3.2. The level of detail for proprietary and commercial drawings and diagrams shall be such that COUNTY personnel or their designee can understand, operate and maintain the hardware or software.

6.2.4. TYPICAL SUBMITTAL QUANTITIES

6.2.4.1. Typical Deliverables - Unless otherwise directed, the Contractor shall provide four (4) sets in printed form and bound; and one (1) set in electronic form on a standard DVD-ROM media to the COUNTY.

6.2.4.2. Complete System Documentation Package - The Contractor shall provide two (2) sets in printed form and bound; and five (5) sets in electronic form on a standard DVD-ROM media to the COUNTY unless otherwise specified.

6.2.5. DOCUMENT LAYOUT FORMAT REQUIREMENTS

6.2.5.1. Each manual shall contain a title sheet, table of contents, list of illustrations (if applicable), revision log, list of reference drawings (if applicable), parts list (if applicable), and index.

6.2.5.2. With the exception of the original equipment manufacturer (OEM) standard documentation (e.g., manuals, catalogs), all manuals, section numbers, line numbers, page numbers, version numbers, records, and lists shall be printed on 8-1/2" x 11" sheets and may include 11" x 17" foldouts.

6.2.5.3. The left hand margin of the sheets in the manuals shall be adequate to ensure binding without encumbering the reading of the material.

6.2.5.4. If a larger drawing is necessary for legibility purposes then the most recent COUNTY standards for drawing dimensions shall be utilized.

6.2.6. "AS-BUILT" RECORDS & DRAWINGS

6.2.6.1. The Contractor shall provide paper and electronic copy "as-built" records, including without limitation: drawings / sketches, cut sheets, inventory numbers

and information, and other documentation, such that the COUNTY will be able to record changes or hardware change-outs in the future.

6.2.6.2. “As-Built” documentation shall include the updated Final Version of the System Detailed Design documentation.

6.2.6.3. “As-Built” drawings shall include, but not be limited to, all of the following, as appropriate, so as to provide a complete record of the ’As-Built” status of the System:

6.2.6.3.1. Schematics

6.2.6.3.2. Logic diagrams

6.2.6.3.3. Layouts

6.2.6.3.4. Wiring diagrams

6.2.6.3.5. Assembly drawings

6.2.6.3.6. Software build and implementation records

6.2.6.3.7. Parts detail drawings for all mechanical parts designed or modified under this Contract.

6.2.6.3.8. Installation details

6.2.6.4. Drawings contained in standard catalogs and manuals for commercial products do not have to be reproduced as part of the "As-Built” drawing set, but shall be referenced.

6.2.6.5. All drawings for revisions to standard commercial assemblies or components in the System shall be included in the “As-Built” drawing set.

6.2.6.6. The ’As-Built” drawing set shall consist of the title sheet, an index sheet and the various ’As-Built” drawings.

6.2.6.6.1. The index sheet shall include a listing of all drawings with heading for drawing number, drawing title, and the type of drawing, such as ”As-Built” drawing, interconnection diagram, power distribution diagram, or wiring diagram.

7. SYSTEM DESIGN DEVELOPMENT PROGRAM

7.1. GENERAL

7.1.1. DESIGN APPROACH

7.1.1.1. The Contractor shall use industry best practices and appropriate systems design and engineering methodology for the design of the System.

7.1.1.2. It is recognized that the extent and scope of the System Design Development process may vary depending on the level of development and configuration that is required for the Contractor's basic solution product to be tailored to satisfy the System Requirements.

7.1.1.3. The COUNTY would be open to consider Contractor suggestions / recommendations for approaches to expedite the development process, saving time and costs, while meeting the COUNTY expectations for documenting the design and providing input to the COUNTY during the design.

7.2. BUSINESS RULES DISCOVERY & DEVELOPMENT

7.2.1.1. The Contractor shall work interactively with the COUNTY to develop business rules for the new System.

7.2.1.2. The Contractor is responsible to meet and interview appropriate pre-assigned COUNTY staff to gather documents and organize all business rules within the organization applicable to the Toll Collection System and associated interfaces.

7.2.1.3. This process will also serve to document and acknowledge System requirements and map the delivery.

7.2.1.4. Based on the concept for the new Toll System, and the Contractor's proposed solution, the Contractor shall develop a detailed and comprehensive set of draft proposed business rules for the toll System replacement, and submit them to the COUNTY for review and approval in preliminary draft form as part of the Preliminary Design Review (PDR) documentation and in final draft form as part of the Detailed Design Review (DDR) documentation, and Final form at least 30 days prior to the commencement of installation.

7.2.1.5. The Contractor shall provide all meeting notes for the business rules discovery / development process.

7.2.1.6. The Contractor shall provide a final deliverable depicting all business rules to be applied to the Toll Collection System.

7.3. SYSTEM ARCHITECTURE

7.3.1.1. The System Design architecture shall be developed to include both physical and logical perspectives.

7.3.1.2. The System Design Architecture shall be included in the System Design Documentation submitted for PDR and DDR.

7.3.1.3. Physical Design

7.3.1.3.1. The physical design shall identify the major components of the System and show how major components are connected to one another, data flows between these physical components, and data flows / interfaces to other systems (both internal and external).

7.3.1.4. Logical Design

7.3.1.4.1. The logical design shall show the processes and data flows between major processes, including data flows to external processes (entities).

7.3.1.4.2. It is expected that there will be multiple layers to the architecture and that functional requirements will be organized by the various “parent-child”-type relationships.

7.3.1.4.3. It is recognized that the Contractor’s solution architecture may differ some from the concepts provided herein, particularly with respect to number of hierarchy levels, and other attributes.

7.4. SYSTEM HARDWARE DESIGN

7.4.1. GENERAL

7.4.1.1. The Contractor shall provide a design for the System Hardware that shall be submitted as part of the System Design Documentation Package for PDR, DDR, and other applicable milestones.

7.4.1.2. The Contractor shall use a Requirements / Testing Traceability Matrix in the Hardware Design, and shall identify how the hardware components meet the design requirements.

7.4.1.2.1. For additional requirements for the Requirements / Testing Traceability Matrix, see Section 9.3 of this SOW.

7.4.1.3. The System Hardware Design shall include the following, without limitation:

7.4.1.3.1. Cut sheets describing the hardware component specifications

7.4.1.3.2. All estimated power usage tabulations

7.4.1.3.3. All environmental requirements

7.4.1.3.4. Any and all installation requirements

7.4.1.3.5. Maintenance servicing requirements

7.4.1.3.6. A description of how the functions of the hardware components are expected to be monitored automatically by the System and/or the personnel responsible for such monitoring activities.

7.4.1.3.7. How these hardware elements will be tested for compliance and adherence to performance metrics as committed by the Contractor.

7.4.1.3.8. Mean Time between Failures (MTBF) data

7.4.1.4. The design and the cut sheet documents shall be updated throughout the duration of the design development of the Project to reflect the most current design agreement that is in place.

7.4.1.5. If COUNTY-approved hardware substitutions are made during implementation or testing, the Contractor shall provide updated cut sheet documentation as well.

7.4.2. HARDWARE COMPONENTS DOCUMENTATION

7.4.2.1. The Contractor shall prepare a complete list of all major Toll System hardware and associated modules and options related to, or used in connection with, the construction and installation of the Toll System.

7.4.2.2. The Hardware Components List shall be submitted as part of the System Design Documentation Package for PDR, DDR, and other appropriate milestones.

7.4.2.3. The Hardware Components List shall also include a list of all racks, roadside cabinets, all subsystems and other ancillary equipment utilized.

7.4.2.4. The Hardware Components List shall include at a minimum manufacturer and supplier, contact information of the manufacturer, part number, quantity, and location used for each major piece of hardware.

7.4.2.5. The Hardware Components List shall also include a second source parts list where applicable.

7.4.3. MECHANICAL ASSEMBLY DRAWINGS

7.4.3.1. Mechanical assembly drawings shall include all major part and subassembly details together with all special assembly instructions, operational and test adjustments and fabrication drawings for all custom designed assemblies.

7.4.3.2. Top assembly and subassembly drawings shall include all dimensions which define the outline and configuration of the items and space requirements.

7.5. SYSTEM SOFTWARE DESIGN

7.5.1. GENERAL

7.5.1.1. All software provided by the Contractor shall fall into the following classifications as defined in Vol. VI - Appendix A, Glossary, and described in Vol. II – Contract Terms & Conditions.

7.5.1.1.1. Commercial-off-the-Shelf (COTS) software shall include all documentation provided by the supplier along with all appropriate licenses.

7.5.1.1.2. Custom software

7.5.1.2. The Contractor shall prepare a design for the System Software that shall be submitted as part of the System Design Documentation Package for PDR, DDR, SIETEC, System Final Acceptance and other applicable milestones.

7.5.1.3. The COUNTY may allow the Contractor to provide existing detailed product documentation in lieu of full software detailed design documentation. An example might be a case where the Contractor's system solution is an existing proven commercial product that is licensed to the COUNTY and requires only configuration to meet the System requirements.

7.5.1.4. All software shall be in accordance with the Contractor's Software Development Plan as approved by the COUNTY.

7.5.1.5. Unless otherwise approved by the COUNTY all requirements and analysis, system designs and software specifications shall be made using industry best practices for developing software and software-based systems.

7.5.1.6. The Contractor shall provide to the COUNTY, in accordance with the Contract (including, without limitation, Vol. II and Vol III), all software and documentation including executable code and source code used to fulfill the requirements of this Statement of Work, with the exception of commercial-off-the-shelf software (COTS) as defined below.

7.5.1.7. The Contractor shall provide transparency into its software development efforts for all software work including Supplemental Work for this Contract.

7.5.1.8. The Contractor shall provide detailed status reporting pertaining to progress of software development activities and defect tracking and management.

7.5.1.9. All known software defects shall be reported and negotiated for severity ranking in accordance with Table III.09.01 prior to delivery of any impacted hardware or software components.

7.5.2. SOFTWARE DEVELOPMENT PLAN

7.5.2.1. The Contractor shall prepare a Software Development Plan that describes the Contractor's methodologies and standards for software development within the company.

7.5.2.2. The Contractor shall submit the Software Development Plan within forty-five (45) days of NTP.

7.5.2.3. The Software Development Plan shall describe the approach, methodology, process, procedures, standards and protocols the Contractor shall use for the development of software for the Toll System Replacement Project.

7.5.2.4. The Software Development Plan shall include the additional requirements, described throughout Section 7, of this Statement of Work.

7.5.3. CONFIGURATION MANAGEMENT SYSTEM

7.5.3.1. The Contractor shall utilize a Software Configuration Management System throughout the life of the Project.

7.5.4. SOFTWARE DESIGN – GENERAL TECHNICAL REQUIREMENTS

7.5.4.1. The Contractor shall identify and define any and all programming languages, operating systems, application code, communication code, database code, configuration files, compilers, link-editors, assemblers, libraries, utilities and editors required for software maintenance as part of the Software Development Plan.

7.5.4.2. Any subsequent programming languages, operating systems, application code, communication code, database code, configuration files, compilers, link-editors, assemblers, libraries, utilities and editors required for software development and/or maintenance introduced after the initial identification shall be mutually agreed upon.

7.5.4.3. The Software Design shall identify how the commercial software will be used and configured.

7.5.4.4. The Software Design shall identify how any custom software will be designed and developed.

7.5.4.5. The System Software Design shall also include as a minimum, the following additional information:

7.5.4.5.1. UFM Format incorporating and building on the System requirements

7.5.4.5.2. Identification and descriptions of all Commercial Software Applications intended for deployment

7.5.4.5.3. System software module descriptions

7.5.4.5.4. Software language and development tools that are intended to be used

7.5.4.5.5. Software version tracking

7.5.4.5.6. Lane Controller software processes, drivers, logical flow diagrams

7.5.4.5.7. Plaza software processes, drivers, logical flow diagrams

7.5.4.5.8. Toll Host Environment software processes, drivers, logical flow diagrams

7.5.4.5.9. Customer Service Center (CSC) Subsystem software processes, drivers, logical flow diagrams

7.5.4.5.10. Maintenance On-line Management Subsystem (MOMS) software processes, drivers, logical flow diagrams

7.5.4.5.11. Transaction Video Audit Subsystem (TVAS) software processes, drivers, logical flow diagrams

7.5.4.5.12. All Interface specifications

7.5.4.6. The use of shareware and/or freeware is prohibited without written approval from the COUNTY.

7.5.5. SOFTWARE DOCUMENTATION – GENERAL

7.5.5.1. Documentation is defined as all drawings, technical manuals, other technical data and other material created for the Toll System Replacement Project either by the Contractor or any of its sub-contractors.

7.5.5.2. All software including, without limitation, code, manuals, etc. shall be properly documented in plain written English language.

7.5.5.3. The Contractor's custom software documentation shall be complete to the degree that a person knowledgeable in the programming language being used will be able to maintain and/or modify all System application software without otherwise adversely affecting any of the systems.

7.5.6. SOFTWARE DOCUMENTATION – SYSTEM ARCHITECTURE

7.5.6.1. Software Architecture Documentation includes, without limitation, the following key areas:

7.5.6.1.1. Platforms

7.5.6.1.2. Tools

7.5.6.1.3. Database

7.5.6.1.4. Processes:

7.5.6.1.4.1. Transaction – flow and framing

7.5.6.1.4.2. Revenue flow

7.5.6.1.4.3. Detailed Screen Shots

7.5.6.1.4.4. Navigation Scheme (Menu Screens)

7.5.6.1.4.5. Audit & Reconciliation

7.5.6.1.4.6. Redundancy

7.5.6.1.4.7. Reporting

7.5.7. SOFTWARE DOCUMENTATION - DATABASE

7.5.7.1. Database Documentation to be submitted by the Contractor shall include the following without limitation:

7.5.7.1.1. Thorough documentation of all database and file structures including:

7.5.7.1.1.1. Structure and Entity Relationship Diagram (ERD's)

7.5.7.1.1.2. Data dictionary

7.5.7.1.1.3. Modules and descriptions

7.5.7.1.2. Training for database administration

7.5.7.1.3. A plan for database management, including upgrades process.

7.5.7.1.4. The COUNTY shall be sole owner of the database, database licenses, and all System data.

7.5.7.1.5. The Contractor shall have no ownership rights to the database or the System data

7.5.8. SOFTWARE DOCUMENTATION - SOURCE CODE

7.5.8.1. The Contractor shall provide source code in accordance with the terms of the Contract Terms and Conditions.

7.5.9. SOFTWARE RELEASE NOTES

7.5.9.1. The Contractor shall submit to the COUNTY accurate and descriptive Release Notes for any software developed and provided by the Contractor or its sub-contractor for the initial delivery, updates or modifications, and Supplemental Work provided by the Contractor in this Project.

7.5.9.2. The Contractor shall submit the Software Release Notes to the COUNTY within twenty (20) business days after commissioning, the installation of any software updates and prior to Final System Acceptance.

7.5.9.3. The Contractor's release notes shall include the following at a minimum:

7.5.9.3.1. Problem statement and requirements specific to the release

7.5.9.3.2. Description of the application features including algorithms

7.5.9.3.3. Known issues or problems and any corrective plan

7.5.9.3.4. Cross reference to source code repository and configuration management

7.5.9.3.5. Cross reference to change request identification number

7.5.9.3.6. Author/development team members

7.5.9.3.7. Reference to corresponding test report(s)

7.6. INTERFACE CONTROL DOCUMENTATION (ICD)

7.6.1.1. The Contractor shall prepare Interface Control Documents (ICDs) that define the details of all internal and external interfaces provided for the System.

7.6.1.2. The Contractor shall submit the ICDs to the COUNTY as part of the System Design Documentation Package for PDR, DDR, and System Final Acceptance and other applicable milestones.

7.6.1.3. These documents will provide sufficient detail to allow for future interface development and the exact requirements will be determined during the design and needs of each system interface.

7.7. SYSTEM NETWORK EVALUATION

7.7.1.1. The Contractor shall review and catalog the necessary System links, components, and applied technologies and determine the desired connectivity requirements and anticipated data load.

7.7.1.2. The Contractor shall prepare System Network Evaluation documentation of its review and catalog evaluation, and submit such to the COUNTY as part of the System Design Documentation Package due at Preliminary Design Review (PDR), Detailed Design Review and other milestones.

7.7.1.3. The COUNTY will assess the capability and adequacy of the proposed solution and impacts to the COUNTY network based on current and future loads. This assessment will be done both for daily data (such as toll data) and real-time data volume requirements. This evaluation by the COUNTY will take into consideration the potential for System expansion and life-cycle analysis of major elements.

7.8. TRANSITION PLAN

7.8.1.1. The Contractor shall develop a complete and comprehensive Transition Plan for the transition of toll operations from the legacy toll system to the new Toll System.

7.8.1.2. The Contractor shall submit the Transition Plan to the COUNTY at PDR and DDR for review and approval.

7.8.1.3. The Transition Plan shall document the processes that will be implemented to ensure a smooth conversion and transition of toll operations from the legacy toll collection system to the new Toll Collection System.

7.8.1.4. The Transition Plan shall address all the steps that will be required to prepare for, schedule, test and implement the changeover at each System level including without limitation:

7.8.1.4.1. Toll Host Environment implementation

7.8.1.4.2. Customer Service Center (CSC) Subsystem conversion

7.8.1.4.3. Toll Pass accounts, transponders, and inventory

7.8.1.4.4. Lane conversion

7.8.1.4.5. Integration of the new Lanes and Plazas with the new Toll Host Environment

7.8.1.4.6. Integration of the Toll Host Environment and the Customer Service Center

7.8.1.4.7. Integration of the Toll Host Environment, the Customer Service Center with the third-party customer service center (e.g. SunPass or CCSS)

7.8.1.4.8. Implementation of the new UFM (Universal Financial Message) structure

7.8.1.4.9. Integration with regional partner entities and interoperable toll agencies

7.8.1.5. The Transition Plan shall include the installation and testing of initial Toll Lanes, strategy for installing new equipment while the existing legacy system is still in operation, the changeover process, removal and disposal of legacy equipment and all other activities associated with the changeover.

7.8.1.6. Similar planning for the transition to the new Plazas and Toll Host Environment shall also be documented.

7.8.1.7. The Transition Plan shall address the steps required to implement the new Toll Host Environment with minimum interruption to ongoing toll operations and customer service.

7.8.1.8. The Transition Plan shall provide a plan for the migration of the database for Annual Toll Pass customer account information and transponder inventory to avoid interruption to ongoing toll operations and customer service.

7.8.1.9. The Transition Plan shall address the integration of the Toll Host Environment and Roadside Toll Collection System.

7.8.1.10. Define a plan for the reuse of legacy equipment such as money counting equipment and other equipment items.

7.8.1.11. The Transition Plan shall address the role of the Communication Network (WAN/LAN) and the transition of communications to the network structure used by the new Toll System.

7.8.1.12. The Transition Plan shall clearly define the dependencies, fall back strategies, schedules and roles of each participant (Contractors, consultants and COUNTY personnel and/or their designated representatives).

7.9. DISASTER RECOVERY PLAN & BUSINESS RESUMPTION PLAN

7.9.1. DISASTER RECOVERY PLAN

7.9.1.1. The Contractor shall develop a comprehensive Disaster Recovery Plan and subsequent Disaster Recovery Procedures for the Toll Host Environment, databases, pre-paid toll accounts (Annual Pass), violation / image-based invoiced payment processing element and other System elements including without limitation: Reporting, CSC, TVAS, MOMS, etc.

7.9.1.2. The Contractor shall submit the Disaster Recovery Plan and Disaster Recovery Procedures to the COUNTY for review and approval at least ninety (90) days prior to installation.

7.9.1.3. This comprehensive Disaster Recovery Plan and Disaster Recovery Procedures will be reviewed by the COUNTY for purposes of discussion, and approval when finalized.

7.9.2. BUSINESS RESUMPTION PLAN

7.9.2.1. The Contractor shall also develop and submit a separate Business Resumption Plan for the COUNTY to be able to continue operating its mission-critical Toll System in the event of any disruption during the course of the Contract

7.9.2.2. The Business Resumption Plan shall provide a comprehensive approach to converting day-to-day operations to an off-site facility.

7.9.2.3. The Contractor shall submit the Business Resumption Plan to the COUNTY for review and approval at least ninety (90) days prior to installation.

7.10. DESIGN REVIEWS & RELATED DOCUMENTATION PACKAGES

7.10.1. GENERAL

7.10.1.1. The Contractor shall prepare Design Review Documentation for this Project, describing how the best-available, already-proven technologies and systems are to be employed.

7.10.1.2. The Contractor shall submit the Design Review Documentation packages to the COUNTY for review and approval as indicated below.

7.10.1.3. The Contractor shall provide sufficient detail in its submissions to demonstrate to the COUNTY how the proposed System will meet or exceed procurement requirements within the schedule constraints, under high volume traffic and ongoing toll collection operations.

7.10.2. PRELIMINARY DESIGN DOCUMENTATION

7.10.2.1. The Contractor shall provide Preliminary Design Documents for COUNTY review and approval.

7.10.2.2. The Preliminary Design Documents shall be submitted by the Contractor at least four (4) weeks (i.e. 20 business days) in advance of the meeting.

7.10.2.3. The Preliminary Design shall provide documentation of System hardware topology / architecture (logical, physical and functional, etc.) including the following without limitation, the Overall System, Toll Host Environment, Plaza, and Lane Levels, CSC, and other elements.

7.10.2.4. The Preliminary Design shall address all systems including, but not limited, to the following:

7.10.2.4.1. Toll Host Environment

7.10.2.4.2. Databases

7.10.2.4.3. Toll Lanes (not including civil works)

7.10.2.4.4. Reconciliation Reporting & Audit

7.10.2.4.5. Customer Service Center (CSC) subsystem

7.10.2.4.6. Maintenance On-line Management System (MOMS)

7.10.2.4.7. Transaction Video Audit Subsystem (TVAS)

7.10.2.4.8. Interfaces with other internal systems, including without limitation, the interface between the Toll Host Environment and the CSC, the COUNTY's enterprise accounting system, etc.

7.10.2.4.9. Interfaces with other external entities, including without limitation, the COUNTY's banking and cash management facility, third-party back office system (e.g. future Centralized Customer Service System (CCSS), etc.)

7.10.2.4.10. Interoperable Interfaces

7.10.2.4.11. Networks and communications

7.10.2.4.12. System access security

7.10.2.4.13. Documentation – Software Documentation

7.10.2.4.14. System Design – Software Design

7.10.3. PRELIMINARY DESIGN REVIEW (PDR) MEETING(S)

7.10.3.1. The Preliminary Design Review (PDR) shall effectively be the first in-depth review of the System design.

7.10.3.2. The PDR meeting shall take place at the COUNTY's office in Pensacola, Florida.

7.10.3.3. The PDR shall be performed after the Contractor has incorporated any initial changes to its System design to accommodate the requirements and needs of the COUNTY.

7.10.3.4. The PDR meeting(s) shall include an in-depth review of the System design with the Contractor.

7.10.3.5. The Contractor shall prepare Meeting Notes and submit them within 10 business days after the meeting to the COUNTY for review.

7.10.3.6. These meeting notes shall capture the key issues discussed at these meetings; and also capture, address and track all comments submitted and discussed by the COUNTY, as well as responses to comments by the Contractor and the COUNTY.

7.10.4. DETAILED DESIGN DOCUMENTATION

7.10.4.1. The Contractor shall provide Detailed Design Documents for COUNTY review and approval.

7.10.4.2. The Detail Design Documents shall be submitted by the Contractor four (4) weeks (i.e. 20 business days) in advance of the DDR meeting.

7.10.4.3. The Detailed Design shall provide documentation of System hardware topology / architecture (logical, physical and functional, etc.) including the following without limitation, the Overall System, Toll Host Environment, Plaza, and Lane Levels, CSC, and other elements.

7.10.4.4. The Detailed Design shall address all systems requested in this RFP including, but not limited, to the following:

7.10.4.4.1. Toll Host Environment

7.10.4.4.2. Databases

7.10.4.4.3. Toll lanes (not including civil works)

7.10.4.4.4. Reconciliation, Reporting & Audit

7.10.4.4.5. Customer Service Center (CSC) subsystem

7.10.4.4.6. Maintenance On-line Management System (MOMS)

7.10.4.4.7. Transaction Video Audit Subsystem (TVAS)

7.10.4.4.8. Interfaces with other internal systems, including, without limitation, the interface between the Toll Host Environment and the CSC, the COUNTY's enterprise accounting system, etc.

7.10.4.4.9. Interfaces with other external entities, including without limitation, the COUNTY's banking and cash management facility, third-party back office system (e.g. future Centralized Customer Service System (CCSS), etc.)

7.10.4.4.10. Interoperable Interfaces

7.10.4.4.11. Networks and communications

7.10.4.4.12. System access security

7.10.4.4.13. Documentation – Software Documentation

7.10.4.4.14. System Design – Software Design

7.10.5. DETAIL DESIGN REVIEW (DDR) MEETING

7.10.5.1. The Detail Design Review (DDR) meeting(s) shall provide and reflect the final review version of the Detail Design Documents and Plans.

7.10.5.2. The DDR meeting(s) will take place at the COUNTY's offices in Pensacola, Florida.

7.10.5.3. The Contractor shall prepare Meeting Note minutes to all meetings and submit them within 10 business days of the meeting to the COUNTY for review.

7.10.5.4. These meeting notes shall capture the key issues discussed at these meetings; and also capture, address and track all comments submitted and discussed by the COUNTY, the Contractor and all responses by all parties to comments.

7.11. MANUALS

7.11.1. GENERAL

7.11.1.1. The Contractor shall develop User, Maintenance, and Operator Manuals for each device or functionally related group of devices, and shall describe detailed operating procedures and software application procedures including without limitation the Toll Host Environment, CSC, MOMS, TVAS and roadside Systems and operations.

7.11.1.2. The Contractor shall submit all manuals to the COUNTY for review and approval thirty (30) days prior to the start of the installation, and updated at least annually by the Contractor.

7.11.1.3. Standard user manuals for commercial products used in the System will be acceptable if they contain sufficient information to service the equipment.

7.11.1.4. Large size logic diagrams and mechanical assembly diagrams do not have to be reduced or incorporated into the manuals if these drawings are provided with the manuals.

7.11.1.5. Prior to the development of any manual to be delivered under this Contract the Contractor shall prepare a draft table of contents and story boards depicting the proposed content for COUNTY review and approval.

7.11.1.6. The Contractor shall develop and follow a procedure that ensures each manual is updated as necessary, at least annually throughout the Contract.

7.11.1.6.1. Cause for updates includes but is not limited to system improvements, introduction of new hardware and/or software, lane configuration changes, etc.

7.11.2. OPERATIONS MANUAL(S)

7.11.2.1. The Contractor shall provide Operations Manuals, including Standard Operating Procedures, for use by operations personnel that address all operational aspects of the System and to provide documentation of the proper operation of the systems for reference and training purposes.

7.11.2.2. The Contractor shall submit all Operations Manuals to the COUNTY for review and approval forty-five (45) days prior to the start of the installation, and updated at least annually by the Contractor.

7.11.3. SYSTEM ADMINISTRATION MANUAL(S)

7.11.3.1. The System Administration Manuals provided by the Contractor will serve to assist in training the System Administrator in all elements of operating and maintaining the System including generating reports, configuring components of the System, developing system performance metrics, etc.

7.11.3.2. The Contractor shall submit all System Administration Manuals to the COUNTY for review and approval forty (40) days prior to the start of the installation, and updated at least annually by the Contractor.

7.11.4. SYSTEM DATABASE MANUAL(S)

7.11.4.1. The Contractor shall provide System Database Manuals for use by the Database Administrator that address all elements of operating and maintaining the System databases and to provide documentation of such for reference and training purposes.

The Contractor shall submit all System Database Manuals to the COUNTY for review and approval forty (40) days prior to the start of the installation, and updated at least annually by the Contractor.

7.11.5. MAINTENANCE MANUAL(S)

7.11.5.1. The Contractor shall provide Maintenance Manuals that are comprehensive and address all hardware and software components of the various modules of the System.

7.11.5.2. Maintenance Manuals shall include at a minimum general description, theory of operation, operator instructions, detailed electrical/electronic logic circuit analysis, mechanical function, installation, test and troubleshooting procedures, preventive and corrective maintenance procedures and schedules, diagrams, schematics, complete performance data, layouts and parts lists required to service each piece of the Toll System equipment.

7.11.5.3. The Maintenance Manuals must specifically address preventive maintenance, pre-emptive/predictive maintenance, routine maintenance, etc.

7.11.6. SYSTEMS DISASTER RECOVERY & BUSINESS RESUMPTION MANUAL

7.11.6.1. The Contractor shall provide a Disaster Recovery & Business Resumption Manual that provides all of the requirements and provisions outlined in the Disaster Recovery and Business Resumption Plans described in Section 7.9, above.

7.11.6.2. The Contractor shall submit all Disaster Recovery & Business Resumption Manual to the COUNTY for review and approval forty (40) days prior to the start of the installation, and updated at least annually by the Contractor.

7.12. PARTS LISTS

7.12.1.1. The Contractor shall provide a Parts List for each and every Toll System device.

7.12.1.2. The Contractor shall submit the Parts Lists for approval by the COUNTY thirty (30) days prior to the start of the installation.

7.12.1.3. Each Parts List shall include all parts and components making up that device and shall provide pictures, exploded view diagrams, part numbers and names.

7.12.1.4. The Parts Lists shall be included in the MOMS.

7.12.1.5. All material listed in the Parts Lists shall be identified by part number, size, type, model, shape or other descriptive nomenclature, together with the component or part supplier name, contact / ordering information, and product identification.

7.12.1.6. Parts Lists with component part numbers, but without descriptive information, will not be acceptable.

7.12.1.7. The Parts Lists shall contain the Contractor's source identification numbers and codes or other means to identify the manufacturer.

7.12.1.8. Second sources shall be provided for all standard commercial components.

7.13. INSTALLATION DESIGN & DOCUMENTATION

7.13.1. INSTALLATION PLAN

7.13.1.1. The Contractor shall provide the Installation Plan.

7.13.1.2. The Contractor shall submit the Installation Plan for approval by the COUNTY thirty (30) days prior to the start of any equipment installation and update and resubmit to the COUNTY as changes are made to the Installation Plan.

7.13.1.3. The Plan shall include specific sections for the following:

7.13.1.3.1. Installation management

7.13.1.3.2. Subcontractor activities and control

7.13.1.3.3. Installation

7.13.1.3.4. Installation team and organization chart

7.13.1.3.5. Sequence of work

7.13.1.3.6. Maintenance of traffic

7.13.1.3.7. A schedule and description of specific activities at each work site.

7.13.1.4. The Installation Plan shall include Details and Procedures for installation of all Toll System equipment, ancillary items, and wiring as well as signing and pavement marking coordination.

7.13.1.5. The Installation Plan shall address the continued use of the Legacy toll lanes until the commissioning on the new toll lanes, thereby ensuring no revenue loss, and limiting operational disruption, including, but not limited to temporary work required to support the legacy and new systems during the Transition period.

7.13.1.6. The Installation Plan shall also include an Installation / Commissioning Checklist as described in Section 8.6.

7.13.2. INSTALLATION PLANS & SHOP DRAWINGS - GENERAL

7.13.2.1. The Contractor shall provide detailed Installation Drawings and associated Shop Drawings for each lane type, each facility type, and for each location where equipment is to be installed, and submit them to the COUNTY for review and approval at least thirty (30) days prior to the start of the installation activities to which the drawings pertain.

7.13.2.2. The requirements for detailed Installation Drawings and associated Shop Drawings shall also apply to temporary work required to support the legacy and new systems during the Transition period, including, but not limited to electrical systems, panels, climate control, equipment racks, etc.

7.13.2.3. The Contractor shall also provide detailed Installation Instructions for all hardware provided under this Contract, and submit to the COUNTY for review and approval at least thirty (30) days prior to the start of the installation activities to which the drawings pertain.

7.13.2.4. The Contractor shall also provide a final drawing package(s) that is complete and accurate, and identifies every portion of the hardware for the System, and submit it to the COUNTY for approval prior to the start of installation activities for which the drawings pertain.

7.13.2.5. All drawings and diagrams shall conform to generally used industry standards and practices and the COUNTY's engineering and construction procedures.

7.13.2.5.1. Installation plans and shop drawings shall be as required in Section 6, and elsewhere as applicable in this Statement of Work. For equipment that is being attached to existing structures (e.g., canopies, booths, buildings, etc.) the Contractor shall submit to the COUNTY for review and approval provide engineering documentation on the drawings to verify that the additional dead loads and wind loads from the Contractor's equipment will not compromise the structural integrity of the structure being used.

7.13.3. TOLL HOST ENVIRONMENT / DATA CENTER(S) PRE-INSTALLATION DESIGN WALK-THROUGH

7.13.3.1. The Contractor shall participate with the COUNTY in a "pre-build-out" design meeting(s) and subsequent walk-through(s) of the COUNTY Data Center(s).

7.13.3.2. The COUNTY and the Contractor will discuss the design requirements with respect to common areas of concern, particularly the configuration of applicable elements of the Data Center(s), LAN routing, workstations, service panels, etc.

7.13.4. TOLL HOST ENVIRONMENT / DATA CENTER HARDWARE INSTALLATION & SHOP DRAWINGS

7.13.4.1. The Contractor shall prepare installation plans and detailed installation instructions for the equipment to be located at the COUNTY Data Centers (Central Office Complex and Disaster Recovery site) and submit as required above for COUNTY review and approval.

7.13.4.2. These drawings and instructions shall show the server rack configurations and physical and logical networking of, among other things, the following items:

7.13.4.2.1. Servers

7.13.4.2.2. Network hardware and LAN equipment

7.13.4.2.3. Networking and interface requirements

7.13.4.2.4. Installation, housing and environmental requirements for each component, showing proper location and equipment placement and rack diagrams

7.13.4.2.5. Cabling and terminations requirements

7.13.4.2.6. Workstation and hardware configuration and layout for Toll Host Environment subsystems including without limitation: Reporting, CSC, TVAS, MOMS, etc.

7.13.4.2.7. Component software configurations, drivers and switch settings

7.13.5. PLAZA / LANE SYSTEM PRE-INSTALLATION DESIGN WALK-THROUGH

7.13.5.1. The Contractor shall conduct a Pre-installation Design meeting(s) and, where possible and appropriate, walk-through(s) with the COUNTY and its representatives.

7.13.5.2. The purpose of the walk-through shall be to identify the following:

7.13.5.2.1. Precise locations and geometrics for the deployment of Plaza hardware, equipment cabinets, equipment racks (possibly in the toll buildings by the Contractor).

7.13.5.2.2. Precise locations and geometrics for the deployment of in-lane hardware, antennas, readers, equipment cabinets, equipment racks (possibly in the toll buildings or as recommended by the Contractor).

7.13.5.2.3. Direction and length of conduit runs and recommended hardware.

7.13.5.2.4. Such on-structure hardware may include the antennas, readers, cameras, classification devices and other hardware that the COUNTY and/or the Contractor believe will deliver the “Best Value” to the COUNTY.

7.13.5.3. The Contractor shall also note the location of joints and suitability of lane pavement, so as to determine its impact on any in-pavement classification devices used in the design.

7.13.6. PLAZA / LANE SYSTEM HARDWARE INSTALLATION & SHOP DRAWINGS

7.13.6.1. The Contractor shall prepare installation plans, shop drawings, and detailed installation instructions for the Toll Plaza and each Toll Lane and submit as required above for the COUNTY review and approval.

7.13.6.2. These drawings shall provide at a minimum, the following items:

7.13.6.2.1. Standard networking and interfacing requirements for all components of the System from a lane perspective.

7.13.6.2.2. Standard installation, housing and environmental requirements for each component, showing proper location and placement of equipment.

7.13.6.2.3. Controller hardware configuration such as drives, boards, types and amounts of memory, port types and equipment linked to it, etc.

7.13.6.2.4. Any applicable component software configuration, drivers, switch settings, etc.

7.13.6.2.5. Proper handling and geometric placement details for the locations of the devices.

7.13.7. ELECTRICAL INTERCONNECTION, POWER DISTRIBUTION, GROUNDING & WIRING DIAGRAMS

7.13.7.1. The Contractor shall provide Electrical Interconnection, Power Distribution, Grounding and Wiring Diagrams for all installations.

7.13.7.2. The Electrical Interconnection, Power Distribution, Grounding and Wiring Diagrams shall be submitted to the COUNTY for review and approval as part of the System Design Documentation Package for DDR and with the Installation Plans.

7.13.7.3. The Interconnection Diagrams shall show the general physical arrangement of the devices and all external connections between devices for the entire Toll System.

7.13.7.4. The interconnection diagrams shall be submitted by the Contractor in accordance with the Project Schedule.

7.13.7.5. The Contractor's diagram shall include but not be limited to signal names and types, pin numbers, clock/baud rates, voltage levels, states, interfacing requirements, signal flow, etc., to allow full identification and traceability of data through the System.

7.13.7.6. The Contractor shall update and resubmit this diagram if it changes at anytime throughout the Project.

7.13.7.7. The Power Distribution diagrams shall describe and depict in detail the power distribution for the entire Toll System.

7.13.7.8. These diagrams shall describe power requirements of all equipment, system ground, primary and secondary distribution, UPS integration, power status indicators, and all other necessary information related to the System power requirements.

7.13.7.9. The Contractor shall provide a Power Budget and analysis for each piece of Toll System hardware requiring UPS.

7.13.7.10. The Contractor shall provide for any surge suppression devices beyond the UPS.

7.13.7.11. The Contractor shall also address system grounding and address Transient Voltage Surge Suppression (TVSS) within these drawings or in separate drawings.

7.13.7.12. The Wiring Diagrams shall show the electrical connections of all installations, its component devices, and parts as well as their general physical arrangement.

7.13.7.13. The wiring diagrams shall cover internal and external connections and contain adequate detail to make or trace connections that are involved.

7.13.7.14. All color-coded cabling and wiring shall be identified in the proper wiring diagrams.

7.13.7.15. Color-coding shall be selected for like control lines, common signals, voltages, system ground points and similar circuit functions.

7.13.7.16. All cables shall be labeled at terminal connections.

7.13.8. MAINTENANCE OF TRAFFIC (MOT) PLANS

7.13.8.1. The Contractor shall provide a Maintenance of Traffic (MOT) Plan for use at the toll plaza as part of the System Design Documentation Package for PDR and DDR, and then updated for the design submittals for Installation and Maintenance activities.

7.13.8.2. The MOT Plan will be further developed during plans preparation and final design and shall address all applicable phases of installation.

7.13.8.3. The Maintenance of Traffic (MOT) Plans shall include all maintenance of traffic devices required to properly and safely sequence traffic flows at the toll plaza, and approach roadways during the performance of work.

7.13.8.4. The MOT Plan shall provide for the furnishing, erection, and maintenance of barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices (MUTCD) latest version and other applicable state or COUNTY requirements and guidelines for Signing and Pavement Markings Layout Drawings.

7.13.8.5. The Maintenance of Traffic (MOT) Plans for each specific work site shall be submitted to the COUNTY for review and approval at least thirty (30) days prior to the start of the installation activities to which the drawings pertain.

7.13.9. SITE-SPECIFIC INSTALLATION DESIGN REVIEW MEETINGS

7.13.9.1. The Contractor shall coordinate and conduct a design review meeting for each specific facility site (e.g. toll plaza, data center, back office facility / CSC, etc.) prior to the approval of the installation plans with designated staff at each site.

7.13.9.1.1. The purpose of these facility site design review meetings is for the Contractor to share the plans with COUNTY and key staff at each facility, and ensure all COUNTY and facility staff concerns are noted, and where possible incorporated into this work.

7.13.9.2. The Contractor shall work with the COUNTY's Project Manager to determine who should attend the design review meetings at each facility.

8. INSTALLATION & TRANSITION PROGRAM

8.1. GENERAL

8.1.1. DESCRIPTION OF INSTALLATION & TRANSITION PROGRAM

8.1.1.1. The Installation & Transition Program provides for the installation of the new Toll System at the existing toll plaza currently equipped with an existing toll collection system, and conducting revenue collection operations.

8.1.1.2. It is imperative that toll revenue operations are maintained in a safe, secure and efficient way, and that any disruption is minimized.

8.1.1.3. It is also imperative that the COUNTY facilities and equipment be protected from damage or incapacitation unless they have been transferred to the Contractor for removal and disposal.

8.1.1.4. All work areas shall be cleaned up each day before Contractor's work is completed.

8.1.1.5. The new Toll System shall be implemented in a very structured, organized and incremental way to transition smoothly from complete reliance on the legacy toll system, testing the new system, converting and migrating data, to convert toll operations over to complete reliance on the new Toll System.

8.1.1.6. The COUNTY's legacy Back Office Subsystem (BOS) shall continue in use supporting the Customer Service Center for Annual Pass sales, payment processing, and several external interfaces.

8.1.1.7. The transition process shall begin at logical location in System architecture with implementation of the new Toll Host Environment and associated subsystems such as data migration, Reports, CSC, TVAS, MOMS, etc..

8.1.1.8. With the Toll Host Environment in place and tested, the Contractor shall implement the Toll Plaza and Toll lanes, first with the Plaza Subsystem and then each Toll Lane.

8.1.1.9. The legacy plaza subsystem at each toll plaza must remain fully operational for revenue collection as long as there are legacy toll lanes in operation for revenue collection at that toll plaza, and until the COUNTY has authorized the legacy plaza subsystem to be decommissioned.

8.1.2. PERMITS - GENERAL

8.1.2.1. The Contractor shall be responsible for preparing any necessary permit applications and all documents required thereby, to obtain permits required for all work.

8.1.2.1.1. The COUNTY Central Office Complex and the roadside toll facility are under the permitting jurisdiction of the Escambia County Building Department.

8.1.3. PERMITS – CONTRACTOR FIELD OFFICE OR TRAILER

8.1.3.1. Should the Contractor desire to establish an on-site field office at a COUNTY facility, the Contractor shall submit a Field Office Plan to the COUNTY for review and approval at least fifteen (15) business days before submitting for any other required permits / approvals.

8.1.3.1.1. The Field Office Plan shall show the proposed location, site plan and requirements, description of how the office will be deployed, etc.

8.1.3.2. The Contractor shall also be responsible for preparing any necessary permit applications and all documents required thereby.

8.1.3.3. The Contractor shall obtain permits required for any Contractor field office or trailer.

8.1.3.3.1. The Contractor is responsible to pay for all charges, fees, and taxes levied by the permitting governmental agency and such costs shall be at Contractor's expense.

8.1.4. PERMITS - FCC LICENSES OR CHANGES

8.1.4.1. The Contractor shall provide necessary information to support the Federal Communications Commission (FCC) permit process at least 120 days prior to the new lane(s) are operational.

8.1.5. MAINTENANCE OF TRAFFIC (MOT) REQUIREMENTS

8.1.5.1. It is the explicit intent of the COUNTY that the safety of the traveling public, COUNTY and the Contractor personnel, and equipment is the most important consideration.

8.1.5.2. During installation and construction of the Project, the Contractor shall provide for the free and unobstructed movement of motor vehicles in accordance with lane closure restrictions and the approved Maintenance of Traffic Plans, unless lanes are approved to be closed. The Contractor shall furnish, erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices (MUTCD) latest version and other applicable state or COUNTY requirements and guidelines for Signing and Pavement Markings Layout Drawings.

8.1.5.3. The COUNTY reserves the right at its discretion to require an off-duty law enforcement officer to be paid at the Contractor's expense for MOT support on-site for any lane closures. The Contractor may contract with existing certified maintenance of traffic subcontractors as long as they meet the COUNTY's MOT requirements.

8.1.5.4. The COUNTY or authorized personnel shall be empowered to require the immediate reopening of a lane where required by traffic conditions, without any additional payment or compensation to the Contractor.

8.1.5.5. The Contractor is not responsible for installation, modification, or removal of permanent approach or canopy signing.

8.1.6. USE OF MATERIALS FOUND AT SITE

8.1.6.1. The Contractor may use existing materials, conduits, chases, trenches and other devices available at the sites or operations provided they do not interfere with current operations, are satisfactory and approved by the COUNTY.

8.1.6.2. The COUNTY makes no guarantee as to the availability, conditions or ultimate effectiveness of these existing materials and devices and reliance thereon shall be the responsibility of the Contractor.

8.1.6.3. Contractor's use of existing materials shall not relieve the Contractor of their obligation to meet or exceed the requirements of the Contract.

8.2. HARDWARE & ELECTRICAL REQUIREMENTS

8.2.1. GENERAL

8.2.1.1. The Scope of Work of this Project includes the successful delivery of the following requirements in this section for all portions of the System.

8.2.1.2. This Scope of Work shall be addressed by the Contractor in its design submittals and all of its proposed hardware cut sheets which shall be incorporated and made part of the overall System Design and the related documentation for the System.

8.2.1.3. The following hardware and electrical general design requirements shall apply to the System including, without limitation:

8.2.1.3.1. All equipment shall be new (except for re-used COUNTY equipment as approved by the COUNTY)

8.2.1.3.2. All toll equipment and cabinets in toll plaza areas, etc. shall be painted to match the color of the legacy toll equipment and facilities.

8.2.1.3.3. All wiring of devices and components shall be new

8.2.1.3.4. Modular design

8.2.1.3.5. Use of Ethernet connections to the greatest extent possible

8.2.1.3.6. Uniform design for all lanes and configurations to the greatest extent possible

8.2.1.3.7. Maximum degree of parts interchangeability between lanes and lane types

8.2.1.3.8. High degree of component accessibility

8.2.1.3.9. High reliability, availability, and maintainability

8.2.1.3.10. Equipment diagnostic and self-test requirements,

8.2.1.3.11. Interference isolation

8.2.1.3.12. Transient Voltage Surge Suppression (TVSS) & Lightning Protection

8.2.2. APPLICABLE CODES & STANDARDS

8.2.2.1. See Section 1 for a representative list of these.

8.2.3. TOLL SYSTEM ELECTRICAL WORK – POWER REQUIREMENTS

8.2.3.1. The Contractor shall provide all power connections, cabinets, devices required to provide or maintain power to all System-related devices at the toll facility, including the Toll Host Environment and the Back Office Environment.

8.2.3.2. Contractor shall be responsible to terminate all power connections from the generator-backup and UPS service panels or circuits to each roadside toll collection System or peripheral device.

8.2.3.3. The Contractor shall provide all power and connectivity requirements to be incorporated in the System design specifications.

8.2.4. DATA COMMUNICATIONS & NETWORKS

8.2.4.1. The Contractor shall provide all data and power connections, cabinets, devices required to provide, communicate, or maintain data and power to all System-related devices at the toll facilities, including the Toll Host Environment, disaster recovery and the Back Office Environment.

8.2.4.2. The Contractor shall provide calculations indicating data communication bandwidth needs, as wells as provding technical support to the COUNTY in determining the appropriate network needs,

8.2.4.3. The Contractor shall be responsible for integration to all data connections from WAN to the Toll System / facility LAN and all devices on that LAN.

8.2.4.4. The Contractor shall provide a complete LAN in each toll facility, meeting the requirements of the technical specifications.

8.2.4.5. All LAN components, devices and cabling shall be new.

8.2.4.6. Each lane shall provide a LAN connection on a separate subnet for communication between the legacy reader and the lane controller in the lane.

8.2.4.7. The Contractor shall use the COUNTY IP addressing schema.

8.2.4.8. The Contractor shall use Cisco Network switches (2900 series or better, with ASA Firewall) so a as to be consistent with the COUNTY'S network.

8.2.5. CONDUITS, WIRING & CABLING INSTALLATION

8.2.5.1. The Contractor shall furnish and install all necessary conduits, wiring, and cabling, including communications between the plaza and lanes and connecting to existing power.

8.2.5.2. Surface mounted conduit in walk areas shall not be permitted.

8.2.5.3. The Contractor may reuse existing conduit when possible, but the final installation shall still meet all performance, accuracy and reliability requirements of the Contract.

8.2.5.4. The Contractor shall provide, or reuse, any required brackets, connectors, equipment arms, and equipment hangers as necessary for equipment installation.

8.3. INSTALLATION STANDARDS

8.3.1. PROTECTION OF EXISTING STRUCTURES

8.3.1.1. The Contractor shall take all necessary precautions to ensure that no damage is done to any existing structures as a result of its activities.

8.3.2. INSTALLATION ACTIVITIES

8.3.2.1. Conduit installation or other required physical modifications to plaza may be performed in advance of the installation of the equipment as long it does not interfere with the existing toll collection system; has prior approval by the COUNTY; and is done at the Contractor's own risk.

8.3.2.2. The Contractor shall provide any structural, electrical and lightning protection analysis and equipment necessary to accommodate the installation of the toll system.

8.3.2.3. All onsite installation activities anticipated prior to System initial end-to-end test shall be clearly indicated in the Project Schedule included by the Contractor.

8.3.2.4. The Contractor shall prepare detailed standard installation and modification plans and drawings, showing all equipment items covered by this Contract, and in accordance with these requirements including without limitation, Section 6 and Section 7.

8.3.2.5. The Contractor shall submit such plans and drawings to the COUNTY in accordance with the milestone schedule and the approved CDRL.

8.3.2.6. Trained personnel who are familiar with the toll System components shall perform installation of equipment.

8.3.2.7. The Contractor shall take all necessary precautions to see that no damage is done to any existing structures or other COUNTY facilities due to the Contractor's operations.

8.3.2.8. In the event that any utility, equipment, roadway, or facility is damaged due to the Contractor's activities, such damage shall be repaired immediately at the Contractor's expense and to the satisfaction the COUNTY's representative.

8.3.2.9. In case of failure on the part of the Contractor to restore such property or to make good such damage by the Contractor, the COUNTY may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Contract.

8.4. REMOVAL OF LEGACY EQUIPMENT / DEBRIS / CLEANING / WORK SITE RESTORATION

8.4.1. GENERAL

8.4.1.1. The Contractor shall not remove existing legacy production toll equipment to allow for the installation of the new equipment without an Installation Plan approved by the COUNTY for such work.

8.4.2. REMOVAL OF LEGACY EQUIPMENT

8.4.2.1. The COUNTY will determine / confirm, after consultation with the Contractor, which legacy equipment will be salvaged by the COUNTY, either for use by the Contractor as Owner-Furnished Materials, other reuse/disposal by the COUNTY

8.4.2.2. All existing equipment is property of the COUNTY, and shall remain as such unless the contractor is notified otherwise.

8.4.2.3. Upon removal, existing equipment shall be catalogued, tagged and packaged by the Contractor.

8.4.2.4. All costs for the removal of existing equipment during installation shall be included in the installation payment items.

8.4.2.5. The Contractor shall take precautions to not unnecessarily damage salvaged equipment.

8.4.2.6. All computer equipment salvaged by the Contractor, shall be delivered to the COUNTY for proper data security cleansing and data removal.

8.4.2.7. The Contractor shall transport salvaged legacy equipment for reuse/disposal by the COUNTY to a local facility provided by the COUNTY for storage.

8.4.2.8. Removed legacy equipment that is not selected by the COUNTY for salvage will become the property of the Contractor and the Contractor shall dispose of all legacy equipment as necessary, unless it is used in the new toll system.

8.4.3. REMOVAL OF DEBRIS, CLEANING & WORK SITE RESTORATION

8.4.3.1. The Contractor shall, with a minimum of interference to the COUNTY and other contractors, clean up all refuse, rubbish, scrap materials and debris caused by the Contractor's work, on a daily basis.

8.4.3.2. Such requirements for clean-up of debris and restoration of marred or damaged finishes in project work areas, includes any COUNTY facility or property affected by the work.

8.4.3.3. Immediately after completion of the work, and before acceptance of the work by the COUNTY, the Contractor shall remove and dispose of all surplus materials, temporary structures and debris that may have resulted from its operations.

8.4.3.4. Areas adjacent to the work areas used as an installation or maintenance site, materials storage area or equipment yard shall, at such time as they are no longer needed by the Contractor for such purposes, shall be repaired, rebuilt or restored to a condition similar or equal to that existing before Contractor use and to the satisfaction of the COUNTY.

8.4.3.5. The Contractor shall dispose of any hazardous materials it has brought to the worksite in accordance with the requirements and regulations of a local, state, or federal agency having jurisdiction.

8.4.3.6. The Contractor shall clean all work areas including the Toll Plaza and other related utility buildings.

8.4.3.7. This work shall include removal of all markings, stains, glazing compounds, epoxies and other materials and foreign matter resulting from the installation and work.

8.4.3.8. The cleaning work shall be acceptable to the COUNTY's representative.

8.4.3.9. In the event finishes to existing construction, including the utility building and the toll booths are marred and an acceptable finish cannot be restored by cleaning, the Contractor shall restore the finish by painting or such other measures, including replacement, as may be necessary to provide an acceptable condition and completed to the satisfaction of the COUNTY's representative.

8.4.3.10. Paint and other materials shall be equivalent to existing paint and materials.

8.5. THE COUNTY & DUTIES OF THE COUNTY'S REPRESENTATIVES

8.5.1. FAILURE OF COUNTY REPRESENTATIVES TO REJECT WORK

8.5.1.1. If, during or prior to completion of the work, the COUNTY's representative should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent later rejection when such defect is discovered, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

8.5.2. FAILURE TO REMOVE & RENEW DEFECTIVE MATERIALS & WORK

8.5.2.1. Should the Contractor fail or refuse to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the COUNTY shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary, all at the Contractor's expense.

8.5.2.2. All costs and expenses incurred thereby shall be charged against the Contractor, and the amount thereof deducted from any monies due or which may become due.

8.6. INSTALLATION DOCUMENTATION

8.6.1. INSTALLATION RECORD BOOK

8.6.1.1. The Contractor shall maintain an Installation Record Book for all installation work, updated daily during the Installation phase and available in electronic format on the On-line Library.

8.6.1.1.1. The Installation Record Book entries shall include a description of the work by location, date, weather conditions, equipment deliveries, number and classification of Contractor's working and supervisory personnel, date work started, work in progress and date work completed, dates of tests conducted and any abnormal or hazardous conditions.

8.6.1.2. A copy of the Installation Record Book shall be forwarded to the COUNTY each month with the Contractor's monthly Status Report submittal.

8.6.2. INSTALLATION / COMMISSIONING CHECKLIST

8.6.2.1. The Contractor shall provide as part of the Installation Plan an Installation / Commissioning Checklist to be used during Commissioning testing for each lane type.

8.6.2.2. The Contractor shall develop a detailed step-by-step Installation / Commissioning Checklist that shall be used to verify that equipment has been installed and tested and ready for operations.

8.6.2.2.1. The Checklist shall include at a minimum a list of all hardware, software versions and other configurations settings that are required for each lane to be fully operational.

8.6.2.3. These Checklists shall be submitted at least fifteen (15) business days prior to the start of installation and approved by the COUNTY prior to installation of any lanes or System operations.

8.6.2.4. The Checklist shall be kept up to date from one installation / commissioning to the next and used for all future installations.

8.6.3. "AS-BUILT" RECORD DRAWINGS

8.6.3.1. The Contractor shall keep an accurate record of any deviations from the original drawings and diagrams (i.e. "As-Built" drawings, etc.).

8.6.3.2. "As-Built" drawings and records shall be in conformance with the requirements described in Section 6.2.6, above.

8.6.3.3. "As-built" drawings shall be submitted to the COUNTY for review and approval fifteen (15) days after each phase / stage of installation, each location installation, and at the end of the Project.

8.6.3.4. These "As-Built" prints shall be used by the Contractor as the basis to revise the original drawings to reflect the actual "As-Built" condition in native format (e.g. Micro Station) as approved by the COUNTY.

8.6.3.5. A complete set of "As-Built" drawings shall be turned over to the COUNTY as a part of the close-out documentation as listed in Section 3.13.

9. TESTING PROGRAM

9.1. GENERAL

9.1.1. DESCRIPTION OF TEST PROGRAM

9.1.1.1. The Contractor shall develop a comprehensive Testing Program to verify that the System to be delivered by the Contractor meets the performance and functional requirements of the System as defined in the System Requirements and Appendix E –Performance Measures and Service Levels, and that all of the components perform as required.

9.1.1.2. The overall Testing Program and key testing activities shall be included as items in the Project Schedule.

9.1.1.3. The Test Program developed by the Contractor (i.e. the design, the execution and the review of the tests) shall be conducted by the Contractor under the oversight and review of COUNTY staff or designee.

9.1.1.4. The results shall be evaluated by the Contractor under the observation and review of the COUNTY or its designees.

9.1.1.5. The COUNTY reserves the right to identify areas in the tests that have been conducted that it believes may require remediation, adjustment and/or modification before re-execution of same.

9.1.1.6. Testing Program shall be conducted in phases to validate the new Toll System's integrity, reliability, performance, functionality and compliance to the functional and technical requirements.

9.1.1.7. The Contractor's test program shall be fully integrated into its systems development life cycle.

9.1.1.8. Formal test phases require the review and approval of the COUNTY prior to commencement of the applicable tests.

9.1.1.9. The COUNTY will also witness and approve the formal tests, which include all test activities except the Contractor's internal testing and hardware production testing.

9.1.1.10. The COUNTY reserves the right to invite other entities to observe formal test activities.

9.1.1.11. The Contractor shall provide all vehicles, drivers, site preparation, MOT, etc. required to properly execute the on-site tests.

9.1.1.12. The Contractor's Test Program shall be designed to accomplish the following without limitation:

9.1.1.12.1. Validate System functionality, performance and accuracy for the new COUNTY Toll System

9.1.1.12.2. Demonstrate the overall System integrity, reliability, functionality, and conformance to business rules, as well as technical, and functional requirements

9.1.1.12.3. Verify that the System performs reliably and accurately under normal operations

9.1.1.12.4. Demonstrate that exception scenarios and failover conditions are handled seamlessly and that appropriate diagnostic and error messages are generated

9.1.1.12.5. Exercise all internal and external interfaces including both normal and exception conditions

9.1.1.12.6. Confirm that reports meet System Requirements and accurately report the data

9.1.1.12.7. Support audit requirements for System-generated data, performance and accuracy requirements and security aspects of the System

9.1.1.12.8. Verify that performance standards are met

9.1.1.12.9. Verify conformance to requirements at the component level, subsystem level and total System end-to-end testing

9.1.1.13. The COUNTY reserves the absolute right to require its own ad hoc tests of the System either to be conducted by the Contractor, the COUNTY or its designee as pieces of the System are installed.

9.1.1.13.1. Ad hoc tests may include without limitation, “design to fail” tests such as deliberately disconnecting equipment, driving the wrong way in a lane, etc.

9.1.1.13.2. This right is unequivocal and is intended to allow the COUNTY the ability to have absolute confidence in the performance of the System that is being delivered by the Contractor.

9.1.1.14. If additional rounds of testing are required due to failure of the System to satisfy the test requirements, the Contractor shall reimburse the COUNTY for any necessary travel costs or other expenses for COUNTY staff, consultants or agents to observe, administer or monitor the additional testing.

9.1.1.15. The COUNTY reserves the right to conduct additional independent testing as it deems necessary.

9.1.1.16. Approval or certification test processes or results by the COUNTY or its designee shall not relieve the Contractor of its obligation to meet the requirements of the Contract.

9.1.1.16.1. The COUNTY has the sole right to determine approval or disapproval of the requirements.

9.1.2. CONTRACTOR'S RESPONSIBILITY FOR FULL CONFORMANCE WITH REQUIREMENTS

9.1.2.1. The Approval of Tests shall in no way reduce or eliminate the Contractor's full responsibility to resolve any latent problems that may have gone undetected during the test, or subsequent problems that may arise with the Toll System.

9.1.2.2. The Contractor is held accountable and responsible under the Contract terms and conditions and penalties to make certain that the Toll Collection System works in full conformance with the requirements of the Contract and Contract related documents.

9.1.2.3. There shall be no limitations on the rights of the COUNTY to identify to the Contractor any Toll System problems for resolution under the terms of the Contract and its related documents.

9.2. TESTING METHODOLOGY

9.2.1. FORMAL TEST PROCESS

9.2.1.1. Formal testing processes shall be used to demonstrate to the COUNTY that System components meet the functional, performance and accuracy requirements.

9.2.1.2. The Contractor shall pre-run and verify test procedures before any formal test is conducted and notify the COUNTY when the Contractor is confident that the test can be successfully demonstrated in accordance with the test plan and procedures.

9.2.1.3. During the actual testing, the results of each test procedure shall be observed by the COUNTY and categorized as “pass” or “fail” by the Contractor.

9.2.1.4. In order to be considered successful (pass), the observed test result shall match the expected result as detailed in the appropriate test procedure.

9.2.1.5. Test variance items are defined below in Section 9.2.3.2, Test Variances.

9.2.1.6. The Contractor and the COUNTY shall determine the severity level associated with each test defect noted.

9.2.1.7. For a description of severity levels, see Table III.09.01 below.

9.2.1.8. If significant variances / defects are observed during the actual testing, it may be necessary to suspend the testing until the problems are rectified.

9.2.1.9. The Contractor shall prepare a test report as defined later in this Section for submission to the COUNTY at the end of each formal test phase including a listing of variances / defects logged during the testing.

9.2.1.10. For each requirement that revealed one or more variances/defects during testing the Contractor shall make a recommendation for corrective action to the COUNTY for approval.

9.2.1.11. For all formal testing, the COUNTY retains the right to make the final decision as to the assignment of the severity level of defects, the suspension of tests, and the extent of regression testing required.

9.2.2. VERIFICATION METHODS

9.2.2.1. The Contractor shall employ COUNTY-approved verification methods for each test conducted.

9.2.2.1.1. In-process manufacturing requirements shall be verified using the following inspection methods:

9.2.2.1.1.1. The Contractor shall provide certified data sheets from the Contractor, manufacturer or third party vendor so the COUNTY or its designee can certify that environmental requirements have been met.

9.2.2.1.1.2. The inspection or certification records shall be reviewed during the acceptance testing.

9.2.2.1.1.3. Suitability for purpose is substantiated by inspection of the end item and its drawings and characteristics, as provided during the actual performance of the acceptance testing.

9.2.2.1.2. Reliability, accuracy, throughput and performance requirements shall be verified by either of the following:

9.2.2.1.2.1. Controlled testing using data collected for comparison between the System and an independent external monitor.

9.2.2.1.2.2. Conducting a statistical study or model.

9.2.2.1.2.3. When a demonstration test is not feasible, by providing evidence that such data, which has been previously collected as part of a tightly controlled test setup, has been used to calculate the required results.

9.2.2.1.2.4. Satisfaction of requirements is performed by statistical analysis of the test data.

9.2.2.1.3. Functional requirements shall be verified by demonstration in either a factory or live setting, or through simulation using techniques pre-approved by the COUNTY.

9.2.2.1.3.1. The analysis of data derived from testing is an integral part of this verification technique.

9.2.2.1.4. Data integrity and audit requirements shall be met by tracing transactions and events from the inception through reconciliation.

9.2.2.1.4.1. Reports shall be used to trace and analyze the accuracy, movement and completeness of data.

9.2.3. TESTING VARIANCES

9.2.3.1. When a test cannot verify that the System is compliant with the stated System Requirements, the result is a test "Variance."

9.2.3.2. A test Variance is defined as anything that does not comply with the approved test procedures, test plans, and expected results.

9.2.3.3. Variances / Defects identified during formal testing shall be documented by the Contractor with sequentially numbered Variance / Defect Reports (V/DRs).

9.2.3.4. V/DRs shall provide a narrative description of the issue, a severity level (to be verified by the COUNTY) and a date that corrections will be completed.

9.2.3.5. Periodic meetings shall be held by the Contractor with the COUNTY to determine the status and resolution of the Variances / Defects.

9.2.3.6. For all formal testing the Contractor shall use the categorization of Variances / Defects as shown in Table III.09.01**,** below.

9.2.4. AUDIT OF SYSTEM PERFORMANCE & ACCURACY

9.2.4.1. The COUNTY may request a third party audit (at the COUNTY's expense) at any time after the System is placed into revenue service.

9.2.4.2. The Contractor shall cooperate with the audit process and shall make any necessary corrections based on anomalies or discrepancies found.

9.2.5. REMEDIAL & CORRECTIVE ACTION

9.2.5.1. Any remedial work required to be performed by the Contractor as a result of testing activities shall be included in its scope of the work at no additional compensation to the Contractor beyond that which is contracted.

9.2.5.2. The COUNTY reserves the right to withhold approval and any associated payments pending completion of corrective action and any necessary retests and/or regression testing.

Table III.09.01 – Variance / Defect Report Severity Levels

Severity Level	Description	Requirements
Severity 1#	A Variance / Defect that impacts a major system, or subsystem or that would result in loss of revenue, loss of data, customer perception issues, or legal impacts for the COUNTY.#	All Severity 1 Variances/Defects shall be resolved before the test phase is approved. The System cannot go live with any unresolved Severity 1 Variances/Defects.#
Severity 2#	A Variance/Defect that has a direct negative impact on operations and/or users, and/or customers, and no workaround is available that is acceptable to the COUNTY. #	All Severity 2 Variances/Defects shall be resolved before the test phase is approved. The System cannot go live with any unresolved Severity 2 Variances/defects.#
Severity 3#	A Variance/Defect that has a workaround approved by the COUNTY and that will not significantly affect operations, users and/or customers. #	All Severity 3 Variances/Defects shall either be resolved or have a mutually agreed upon resolution (between the COUNTY and the Contractor) before the test phase is approved and before the System can go live. #
Severity 4#	A minor or cosmetic Variance/Defect that does not significantly affect functionality. #	A plan for resolving all Severity 4 Variances/Defects shall be agreed upon (between the COUNTY and the Contractor) before the test phase is approved and before the System can go into production. #

9.2.6. REGRESSION TESTING

9.2.6.1. The Contractor shall perform regression testing on System software after software modifications have been implemented to ensure that no other previously working functions have failed as a result of the modifications and that the addition of new features has not introduced problems with previous versions of the System software.

9.2.6.2. Regression testing shall be conducted after the Contractor has attempted to correct a recognized problem or has added new source code to System software.

9.2.6.3. If anomalies are identified during regression testing, they shall be tracked, fixed and retested.

9.2.6.4. All regression testing shall first be completed in the test environment, and then after implementation, if appropriate, verified in the production environment.

9.3. TEST DOCUMENTATION, PLANS & PROCEDURES

9.3.1. GENERAL

9.3.1.1. The Contractor shall provide all documents to support the testing including without limitation: Test Plans, Test Procedures, Test Scripts, Test Reports and other documentation.

9.3.1.2. All required test plans and procedures shall be approved by the COUNTY prior to their execution.

9.3.2. TEST PLANS

9.3.2.1. The Contractor shall develop a Master Test Plan that includes individual test plans for each formal test phase.

9.3.2.2. For further detailed requirements for Test Plans, related Test Procedures, Scripts and other documentation see sections below addressing each individual test.

9.3.3. MASTER TEST PLAN

9.3.3.1. The Contractor shall develop the Master Test Plan and submit to the COUNTY at least 30 days prior to Detailed Design Review (DDR) to the COUNTY for review, comment and approval.

9.3.3.2. The Master Test Plan shall provide a description of the standards for developing individual test plans and procedures for the formal testing.

9.3.3.3. These standards shall address test procedure format, severity levels and acceptance criteria for each test phase.

9.3.3.4. The Master Test Plan shall describe all aspects of the internal testing processes that the Contractor will use to identify and remove defects as early as possible in the Project lifecycle.

9.3.3.5. The Master Test Plan shall also describe the test schedule and test resources to be used on the Project including, but not limited to:

9.3.3.5.1. Test personnel and their related competencies, responsibilities and authorities

9.3.3.5.2. Test equipment

9.3.3.5.3. Simulators

9.3.3.5.4. Automated test tools

9.3.3.5.5. Defect tracking system(s),etc.

9.3.3.5.6. Location of Testing

9.3.3.6. The Master Test Plan shall describe the entry criteria that shall be met before a formal test can be started and the exit criteria that shall be met before each formal test can be considered complete.

9.3.4. INDIVIDUAL TEST PLANS

9.3.4.1. The individual Test Plans shall be submitted in draft form at least thirty (30) days prior to the scheduled start of the respective test.

9.3.4.2. For further requirements for Individual Test Plans, see the Section 9.4 below, Test Phases & Activities.

9.3.5. REQUIREMENTS / TESTING TRACEABILITY MATRIX

9.3.5.1. The Contractor shall provide a Requirements / Testing Traceability Matrix to the COUNTY at least 45 days prior to the scheduled start of the Factory Acceptance Test (FAT).

9.3.5.2. Requirements / Testing Traceability Matrix shall contain a listing of all contractual performance, functional and technical requirements of the specific Contract and a mapping to the test phase / test procedure where the requirement will be verified.

9.3.6. TEST PROCEDURES

9.3.6.1. All formal test procedures shall conform to the standards defined in the Master Test Plan.

9.3.6.2. At a minimum, the test procedures shall include the following elements:

9.3.6.2.1. Introduction

9.3.6.2.1.1. Test Purpose

9.3.6.2.1.2. Test Platform (including required equipment)

9.3.6.2.1.3. Time Estimate

9.3.6.2.1.4. Pre-requisites

9.3.6.2.1.5. Set-up

9.3.6.2.2. Individual Test Conditions / Steps

9.3.6.2.2.1. Test Condition Identifier (i.e., reference to requirement)

9.3.6.2.2.2. Description

9.3.6.2.2.3. Expected Results

9.3.6.2.2.4. Actual Results

9.3.6.2.2.5. Pass/fail Determination

9.3.6.2.2.6. Notes

9.3.7. SUBMITTAL OF TEST PLANS & PROCEDURE DOCUMENTATION FOR COUNTY PRE-TEST REVIEW

9.3.7.1. As test plans are developed containing the test procedures for specific formal tests, they shall be submitted to the COUNTY for review, comment, and approval in accordance with the schedule requirements described below for each Test phase.

9.3.7.2. The Contractor shall update the test plans where applicable to address COUNTY comments.

9.3.7.3. Once approved by the COUNTY, the test procedures shall be added to the Master Test Plan as addenda.

9.3.7.4. No tests shall be run until the associated test plan has been approved by the COUNTY.

9.3.8. TEST REPORTS

9.3.8.1. After the completion of each formal test, the Contractor shall submit a test report to the COUNTY for review and approval in accordance with the schedule requirements described below for each Test phase.

9.3.8.2. The Test Report shall describe the results of the test; a listing of all test variances identified together with the severity level of each; a plan for resolving those defects; and a recommendation for retests (if appropriate).

9.3.8.3. The final approved Test Report for each formal test shall also be added to the Master Test Plan.

9.4. TEST PHASES & ACTIVITIES

9.4.1. GENERAL

9.4.1.1. The test phases described below shall be conducted to demonstrate that the System meets the System Requirements and the Detailed Design Review (DDR) Documentation as approved by the COUNTY.

9.4.1.2. The Contractor shall conduct all required tests, and provide all materials, personnel, equipment, tools, apparatus, and documentation, and arrange for the test site(s) to be available for the test activities.

9.4.1.3. The COUNTY reserves the right to review, observe, comment on, approve / disapprove, and audit all test documents, source and output data, test activities and results.

9.4.1.4. The COUNTY reserves the right to require a retest.

9.4.2. CONTRACTOR INTERNAL TESTING

9.4.2.1. Test Objectives – Contractor Internal Testing

9.4.2.1.1. Contractor Internal Testing involves informal testing conducted by the Contractor as part of their software development process including unit, integration, functional testing.

9.4.2.2. Test Plan & Other Test Documents – Contractor Internal Testing

9.4.2.2.1. The Contractor's plan for Contractor Internal Testing shall be addressed as part of the Master Test Plan.

9.4.2.2.2. Contractor Internal Testing shall be designed and executed by the Contractor to verify that key System elements are working properly, both as individual units and integrated with other elements, and that system functionality is working properly.

9.4.2.3. Test Scope – Contractor Internal Testing

9.4.2.3.1. The scope of the Contractor Internal testing includes the following without limitation:

9.4.2.3.1.1. Unit testing

9.4.2.3.1.2. Integration testing

9.4.2.3.1.3. Functional testing

9.4.2.4. Test Site – Contractor Internal Testing

9.4.2.4.1. The Contractor shall conduct the Contractor Internal Testing at a site proposed by the Contractor and approved by the COUNTY.

9.4.2.5. Test Execution & Documentation – Contractor Internal Testing

9.4.2.5.1. The Test shall be executed by the Contractor, and may be observed at its discretion by the COUNTY and/or its delegated representatives.

9.4.2.5.2. The Contractor shall prepare documentation that the internal testing has been completed submitted within 5 business days of the completion of the test.

9.4.3. FACTORY ACCEPTANCE TEST (FAT)

9.4.3.1. Test Objectives - FAT

9.4.3.1.1. The purpose of the Factory Acceptance Test is to verify that all functional elements of the System are present and in conformance with all requirements of this Toll System Replacement Project; and that all components are properly integrated in a controlled and sustainable and stable environment, even at the factory test level.

9.4.3.1.2. The FAT shall be a formal demonstration of end-to-end Toll System functionality in a Contractor-provided "factory" environment as mutually agreed with the COUNTY.

9.4.3.1.3. The FAT shall include complete testing of the integrated Lane, Plaza, Toll Host Environment, Reporting, CSC, MOMS, and TVAS functionality.

9.4.3.1.4. The FAT shall also demonstrate all accuracy and performance requirements for the Lane and Plaza subsystems.

9.4.3.2. Test Plan & Other Test Documents - FAT

9.4.3.2.1. The Test shall be conducted in accordance with the COUNTY-approved Toll Collection System FAT Plan.

9.4.3.2.2. The Contractor shall develop and submit a test plan and other test documents such as detailed test procedures, test scripts, etc. for the Factory Acceptance Test at least thirty (30) days prior the scheduled execution of FAT for COUNTY review and approval.

9.4.3.2.3. The COUNTY will review the FAT Test Plan documents in detail and return them to the Contractor with comments and recommendations if any one week prior to the scheduled execution of the FAT.

9.4.3.2.4. As required, the Contractor shall provide Meeting Notes to all meetings between the COUNTY and the Contractor in accordance with Section 3.9, and these Notes shall address and track all comments and corrections submitted and discussed by the COUNTY and the Contractor.

9.4.3.2.5. The FAT Test Plan shall include detailed test procedures designed to demonstrate full System functionality in an environment that simulates the production environment as completely as possible.

9.4.3.2.6. The FAT Test Plan shall be designed to show the full functionality of the System under stress relative to volume and the number of anomalies that shall be successfully handled.

9.4.3.2.7. The FAT Test Plan shall provide for the testing of System functionality, accuracy, capacity, all modules, interfaces, and ease of use as part of FAT procedures that the Contractor shall develop and execute.

9.4.3.3. Test Scope - FAT

9.4.3.3.1. All Toll System functions defined in this Contract shall be subject to detailed testing and verification during the Factory Acceptance Test in accordance with the approved FAT Plan.

9.4.3.3.2. During the FAT, all code shall be frozen until the FAT is approved by the COUNTY.

9.4.3.3.3. FAT shall include such elements as the following without limitation:

9.4.3.3.3.1. Both normal and exception conditions

9.4.3.3.3.2. Transaction processing

9.4.3.3.3.3. Toll collector performance tracking

9.4.3.3.3.4. Tour fund reconciliation

9.4.3.3.3.5. Vault status tracking

9.4.3.3.3.6. Lane and alarm monitoring

9.4.3.3.3.7. Dashboard monitoring

9.4.3.3.3.8. MOMS

9.4.3.3.3.9. Reports

9.4.3.3.3.10. OCR/VSR

9.4.3.3.3.11. Image review

9.4.3.3.3.12. CSC Toll Account (Annual Pass) administration

9.4.3.3.3.13. CSC Transponder Inventory management

9.4.3.3.3.14. Payment processing, including credit, debit, cash, etc.

9.4.3.3.3.15. Toll Enforcement functions

9.4.3.3.3.16. Stress and load testing

9.4.3.3.3.17. Failover scenarios

9.4.3.3.3.18. All other Toll System required functionality.

9.4.3.3.4. The FAT shall test all functional requirements, but shall emphasize testing of the following transaction elements at a minimum:

9.4.3.3.4.1. Vehicle tracking and correlation across lanes, using a mixture of ETC (transponder-equipped) and non-ETC (non-transponder-equipped) vehicles

9.4.3.3.4.2. Vehicle correct classifications across lanes

9.4.3.3.4.3. Vehicle correct payment acceptance

9.4.3.3.4.4. Vehicle ETC (transponder-based AVI) performance at high speeds and in stop and go traffic

9.4.3.3.4.5. Vehicle ETC (transponder-based AVI) performance with interoperable transponders

9.4.3.3.4.6. Vehicle license plate capture, reading, checking, proper categorization

9.4.3.3.4.7. UFM creation, tracking amendments and aging

9.4.3.3.4.8. Message generation for equipment faults sent to the MOMS

9.4.3.3.4.9. Acceptance by lane equipment of data sent from the Toll Host Environment through the Plaza computer; positive lists, rate tables, etc.

9.4.3.3.5. The Contractor shall develop simulated test data, with known results, which shall be required to simulate a variety of actual and projected conditions including maintenance, traffic and revenue reporting for which actual data is not available.

9.4.3.3.5.1. The simulated transaction data mimic the COUNTY's expected actual data as required.

9.4.3.3.5.2. The Contractor shall provide transaction data to simulate anomalies so that the Contractor can demonstrate the ability of the System to process and recover from unexpected events.

9.4.3.3.5.3. The communication system shall be simulated and tested at the factory level.

9.4.3.4. Toll System Configurations – FAT

9.4.3.4.1. The Factory Acceptance Test (FAT) shall test at multiple Lane configurations each together with Plaza equipment and a test server functioning as the Toll Host Environment and CSC for the purpose of reports production.

9.4.3.4.2. These test Lane configurations include:

9.4.3.4.2.1. Single channelized lane Cash + Electronic (mixed use) lane (ETC, credit/debit, Cash Manual,)

9.4.3.5. Test Site - FAT

9.4.3.5.1. The Contractor shall conduct the Factory Acceptance Test at a site proposed by the Contractor and approved by the COUNTY.

9.4.3.5.2. The Contractor shall provide a suitable test facility appropriate for testing cash + electronic toll lanes, at various from 0 to 70 mph.

9.4.3.5.3. The Contractor's test facility shall be configured to replicate COUNTY lane configurations.

9.4.3.6. Test Vehicles - FAT

9.4.3.6.1. FAT Lane testing shall be conducted using actual vehicles that are representative of those used on the COUNTY toll facility.

9.4.3.7. Test Execution & Documentation - FAT

9.4.3.7.1. The Test shall be executed by the Contractor, as well as observed and evaluated by the COUNTY and/or its delegated representatives.

9.4.3.7.2. The Contractor shall completely test all test scripts to prior to inviting the COUNTY to witness the Test.

9.4.3.7.3. The Contractor shall address any issues that may evolve as the test continues.

9.4.3.7.4. Unresolved issues shall be documented during the test by the Contractor so that a follow-on test processes can verify the correction of any unresolved issues from previous testing.

9.4.3.7.5. The Contractor shall prepare a Test Report submitted within 5 business days of the completion of the test that documents completion of the Testing including verification that all elements meet requirements.

9.4.3.7.6. In the event of any exceptions, the Contractor shall submit within 5 business days of the completion of the test documentation of the exceptions and provide a punch list and schedule for resolution.

9.4.3.8. Test Approval - FAT

9.4.3.8.1. In order for the COUNTY to approve the FAT, at a minimum, the following conditions shall be met:

9.4.3.8.1.1. No Severity 1 or Severity 2 Variances / Defects

9.4.3.8.1.2. If any Severity 3 or 4 Variances / Defects occur, the Contractor and the COUNTY will mutually agree on a Correction Plan and proposed solution.

9.4.3.8.2. If, in the COUNTY's sole judgment, the Factory Acceptance Test indicates that the toll collection equipment and software appear to be functioning satisfactorily from an COUNTY perspective and in accordance with a pre-defined and approved test plan, and all functional and technical requirements of the Contract are being met, the COUNTY will issue written acceptance of the results of the Factory Acceptance Test.

9.4.3.8.3. Approval of the Factory Acceptance Test by the COUNTY is required before any equipment can be installed in the field.

9.4.4. SYSTEM COMPONENT TESTING

9.4.4.1. Test Objectives – System Component Testing

9.4.4.1.1. The purpose of System Component Testing is to verify through formal or informal testing that key System functionality is working properly after the initial installation of any major components at the COUNTY production site.

9.4.4.1.2. The System Component Testing may be conducted through either formal or informal testing procedures.

9.4.4.2. Test Plan & Other Test Documents - System Component Testing

9.4.4.2.1. System Component Testing is intended to verify that key System functionality is working properly after each component is installed at the COUNTY production site.

9.4.4.2.2. The System Component Testing shall be conducted in accordance with the COUNTY-approved Toll System Component Testing Plan.

9.4.4.2.3. The Contractor shall develop and submit a test plan and other test documents for the System Component Test at least thirty (30) days prior the scheduled execution of the Test for the COUNTY review and approval.

9.4.4.2.4. The COUNTY will review the Test Plan documents in detail and return them to the Contractor with comments and recommendations, if any, one week prior to the scheduled execution of the Test.

9.4.4.3. Test Scope – System Component Testing

9.4.4.3.1. System Component Testing shall include such elements without limitation as the following:

9.4.4.3.1.1. Any major System components at the COUNTY production sites

9.4.4.4. Test Site – System Component Testing

9.4.4.4.1. Depending on where the equipment is put into production, System Component testing shall take place at the appropriate COUNTY production site.

9.4.4.5. Test Execution & Documentation - System Component Testing

9.4.4.5.1. The Test shall be executed by the Contractor, and may be observed and evaluated by the COUNTY and/or its delegated representatives.

9.4.4.5.2. The Contractor shall completely test all test scripts to prior to inviting the COUNTY to witness the Test.

9.4.4.5.3. The Contractor shall address any issues that may evolve as the test continues.

9.4.4.5.4. Unresolved issues shall be documented during the test by the Contractor so that a follow-on test processes can verify the correction of any unresolved issues from previous testing.

9.4.4.5.5. The Contractor shall prepare a Test Report submitted within 5 business days of the completion of the test that documents completion of the Testing including verification that all elements meet requirements.

9.4.4.5.6. In the event of any exceptions, within 5 business days of the completion of the test the Contractor shall submit documentation of the exceptions and provide a punch list and schedule for resolution.

9.4.4.6. Test Approval - System Component Testing

9.4.4.6.1. If, in the COUNTY's sole judgment, the Testing indicates that the toll collection equipment and software do not appear to be functioning satisfactorily and in accordance with the approved test plan, or all functional and technical requirements of the Contract are not being met, the COUNTY reserves the right to require the Contractor to demonstrate through retesting or other means acceptable to the COUNTY that the problem issues have been effectively resolved.

9.4.5. EXTERNAL INTERFACE & TOLL INTEROPERABILITY TESTING

9.4.5.1. Test Objectives –External Interface & Toll Interoperability Testing

9.4.5.1.1. The purpose of the and External Interface and Toll Interoperability testing is to verify the integration of the Toll System, including the necessary interfaces with the COUNTY enterprise financial accounting system; with external third-party entities such as banking institutions; with the Florida interoperable toll agencies; and all other external interfaces.

9.4.5.2. Test Plan & Other Test Documents – External Interface & Toll Interoperability Testing

9.4.5.2.1. The Interface and Interoperability testing shall be conducted in accordance with COUNTY-approved test plans.

9.4.5.2.2. The Contractor shall work with the COUNTY staff to jointly develop a test plan and other test documents such as detailed test procedures, test scripts, etc. for this Testing at least thirty (30) days prior the scheduled execution of the Test to the COUNTY for review and approval.

9.4.5.2.3. The COUNTY will review the Test Plan documents in detail and return them to the Contractor with comments and recommendations if any one week prior to the scheduled execution of the Test.

9.4.5.2.4. The Test Plan shall include detailed test procedures designed to demonstrate full System functionality within the scope of the test, and in an environment that simulates the production environment as completely as possible.

9.4.5.3. Test Scope - External Interface & Toll Interoperability Testing

9.4.5.3.1. Testing shall include, at a minimum, the following verification elements:

9.4.5.3.1.1.

9.4.5.3.1.2. The proper transfer of data transactions between the Toll Host and the COUNTY enterprise financial accounting system;

9.4.5.3.1.3. The proper transfer of data transactions between the Toll Host Environment and external third-party entities such as banking institutions, and payment card processors, etc.

9.4.5.3.1.4. The proper transfer of interoperable ETC/AVI and unpaid transactions from the Toll Host to an authorized third-party Customer Service Center (e.g. FTE SunPass CSC and/or the CCSS) for payment processing from interoperable third-party-hosted toll accounts (e.g. CCSS or Lee County LeeWay), or image-based invoiced payment; or for violation processing .

9.4.5.3.1.5. The proper transfer of lists and status updates from each interoperable toll agency (e.g. FTE SunPass / CCSS, and Lee County LeeWay) to the Toll Host including real-time status updates to lanes.

9.4.5.3.1.6. The proper transfer of toll enforcement files between the Toll Host Environment and external third-party entities such as the court system, etc.

9.4.5.3.1.7. The proper transfer of data transactions between the Toll Host Environment and all other external third-party entities.

9.4.5.4. Test Site –External Interface & Interoperability Testing

9.4.5.4.1. External Interface & Toll Interoperability Testing shall take place at the following locations without limitation:

9.4.5.4.1.1. The COUNTY Primary and Disaster Recovery Toll Host Environment sites

9.4.5.4.1.2. The COUNTY's banking institutions

9.4.5.4.1.3. Escambia County, Florida court system

9.4.5.4.1.4. Interoperable Partner sites

9.4.5.4.1.5. Other external sites

9.4.5.5. Test Execution & Documentation – External Interface & Toll Interoperability Testing

9.4.5.5.1. The Test shall be executed by the Contractor, as well as observed and evaluated by the COUNTY and/or its delegated representatives.

9.4.5.5.2. The Contractor shall completely test all test scripts to prior to inviting the COUNTY to witness the Test.

9.4.5.5.3. The Contractor shall address any issues that may evolve as the test continues.

9.4.5.5.4. Unresolved issues shall be documented during the test by the Contractor so that a follow-on test processes can verify the correction of any unresolved issues from previous testing.

9.4.5.5.5. The Contractor shall prepare a Test Report submitted within 5 business days of the completion of the test that documents completion of the Testing including verification that all elements meet requirements.

9.4.5.5.6. In the event of any exceptions, the Contractor shall submit within 5 business days of the completion of the test documentation of the exceptions and provide a punch list and schedule for resolution.

9.4.5.6. Test Approval –External Interface & Toll Interoperability Testing

9.4.5.6.1. In order for the COUNTY to approve the Test, at a minimum, the following conditions shall be met:

9.4.5.6.1.1. No Severity 1 or Severity 2 Variances / Defects

9.4.5.6.1.2. If any Severity 3 or 4 Variances / Defects occur, the Contractor and the COUNTY will mutually agree on a Correction Plan and proposed solution.

9.4.5.6.2. If, in the COUNTY's sole judgment, the Test indicates that the toll collection equipment and software appear to be functioning satisfactorily from a COUNTY perspective and in accordance with a pre-defined and approved test plan, and all functional and technical requirements of the Contract are being met, the COUNTY will issue written acceptance of the results of the Test.

9.4.6. SYSTEM INITIAL END-TO-END TESTING (SIETET)

9.4.6.1. Test Objectives – System Initial End-to-End Testing (SIETET)

9.4.6.1.1. The purpose of the System Initial End-To-End Test (SIETET) is to demonstrate and verify the full functionality of the Toll System from the Lane to the Toll Host Environment (including the Reporting, TVAS, MOMS, subsystems, etc.), Customer Service Center (CSC) back office subsystem and beyond, and its compliance with the System Requirements and approved design specifications.

9.4.6.1.2. The purpose of the SIETET is also to demonstrate and verify equipment and installation of the lane solution for an initial lane before additional lanes at the toll plaza are taken out of revenue service for installation.

9.4.6.1.3. Lane installation work is described in Section 2.3.16, Toll Plaza & Toll Lane Implementation.

9.4.6.2. Test Plan & Other Test Documents – System Initial End-to-End Testing (SIETET)

9.4.6.2.1. The SIETET Test is a formal test conducted by the Contractor in accordance with a COUNTY-approved test plan, in preparation for placing the first set of lanes into production.

9.4.6.2.2. The Contractor shall develop and submit a test plan and other test documents such as detailed test procedures, test scripts, etc. for the SIETET at least thirty (30) days prior the scheduled execution of SIETET to the COUNTY for review and approval.

9.4.6.2.3. The COUNTY will review the SIETET Test Plan documents in detail and return them to the Contractor with comments and recommendations if any one week prior to the scheduled execution of the SIETET.

9.4.6.3. Test Scope – System Initial End-to-End Testing (SIETET)

9.4.6.3.1. The SIETET shall fully demonstrate transaction processing including transmittal from Lane to Plaza to Toll Host Environment, and then on to the CSC, and to the external interfaces.

9.4.6.3.2. Transmittal of files and status updates from the CSC and external interfaces down to the Toll Host Environment, Plaza and Lane shall also be demonstrated prior to the COUNTY granting approval to take additional legacy toll lanes out of revenue service for the replacement of the lane toll system.

9.4.6.3.3. This shall include the testing of real-time status updates to lanes.

9.4.6.4. Toll System Configurations – System Initial End-to-End Testing (SIETET)

9.4.6.4.1. The System Initial End-to-End Testing (SIETET) shall test the full System end-to-end including each Toll Lane type and configuration together with Plaza equipment, Toll Host Environment, the CSC back office subsystems, and external interfaces.

9.4.6.4.2. The test Lane configurations include:

9.4.6.4.2.1. Single channelized lane Cash + Electronic (mixed use) lane (i.e. Cash Manual and ETC)

9.4.6.5. Test Site – System Initial End-to-End Testing (SIETET)

9.4.6.5.1. The Contractor shall conduct the System Initial End-to-End Testing at the COUNTY Toll Plaza roadside and back office sites.

9.4.6.6. Test Vehicles – System Initial End-to-End Testing (SIETET)

9.4.6.6.1. SIETET Lane testing shall be conducted using actual vehicles that are representative of those used on the COUNTY toll facilities.

9.4.6.7. Test Execution & Documentation - System Initial End-to-End Testing (SIETET)

9.4.6.7.1. The Test shall be executed by the Contractor, as well as observed and evaluated by the COUNTY and/or its delegated representatives.

9.4.6.7.2. The Contractor shall internally completely test all test scripts prior to inviting the COUNTY to witness the Test.

9.4.6.7.3. The COUNTY will monitor this testing.

9.4.6.7.4. The Contractor shall provide full disclosure of any anomalies found during the SIETET phase.

9.4.6.7.5. The Contractor shall address any issues that may evolve as the test continues.

9.4.6.7.6. Unresolved issues shall be documented during the test by the Contractor so that a follow-on test processes can verify the correction of any unresolved issues from previous testing.

9.4.6.7.7. The Contractor shall prepare a Test Report submitted within 5 business days of the completion of the test that documents completion of the testing including verification that all elements meet requirements.

9.4.6.7.8. In the event of any exceptions, the Contractor shall submit within 5 business days of the completion of the test documentation of the exceptions and provide a punch list and schedule for resolution.

9.4.6.8. Test Approval – System Initial End-to-End Testing (SIETET)

9.4.6.8.1. In order for the COUNTY to approve the Test, at a minimum, the following conditions shall be met:

9.4.6.8.1.1. No Severity 1 or Severity 2 Variances / Defects

9.4.6.8.1.2. If any Severity 3 or 4 Variances / Defects occur, the Contractor and the COUNTY will mutually agree on a Correction Plan and proposed solution.

9.4.6.8.2. If, in the COUNTY's sole judgment, the Test indicates that the toll collection equipment and software appear to be functioning satisfactorily from a COUNTY perspective and in accordance with a pre-defined and approved test plan, and all functional and technical requirements of the Contract are being met, the COUNTY will issue written acceptance of the results of the Test.

9.4.6.9. After the SIETET is approved, the Contractor shall continue lane installation and testing of that lane type at each succeeding site.

9.4.7. SYSTEM INSTALLATION & COMMISSIONING TESTING

9.4.7.1. Test Objectives – System Installation & Commissioning Testing

9.4.7.1.1. The purposes of the System Installation & Commissioning Testing are the following:

9.4.7.1.1.1. To verify that each new System element has been installed and functions properly in accordance with the System Requirements and approved design specifications before being placed into revenue collection service

9.4.7.1.1.2. To Commission each toll lane for revenue service before additional legacy toll lanes at the toll plaza are decommissioned for replacement of the Toll System.

9.4.7.1.1.3. After SIETET, the first Installation & Commissioning Test shall be for the Toll Host Environment, including the various integrated subsystems such as Reporting, TVAS, and MOMS.

9.4.7.1.1.4. Following the Toll Host Environment Installation & Commissioning Test shall be for the back office CSC.

9.4.7.1.2. Upon approval to proceed with the Plaza and Lanes, the Contractor shall conduct a System Installation and Commissioning Test for the Plaza and first Lane beginning with the Toll Lane tested in the SIETET, and proceeding as each Toll Lane is ready until the entire System is complete.

9.4.7.2. Test Plan & Other Test Documents – System Installation, End-to-End & Commissioning Testing

9.4.7.2.1. The System Installation & Commissioning Test is a formal test conducted by the Contractor in accordance with a COUNTY-approved test plan, in preparation for placing the Plaza, related Lanes into revenue service.

9.4.7.2.2. The Contractor shall develop and submit a test documents such as test plan, procedures, scripts and an installation checklist at least 30 days prior to the scheduled commencement of the Commissioning and Installation for review and approval by the COUNTY.

9.4.7.2.3. The COUNTY will review the Test Plan documents in detail and return them to the Contractor with comments and recommendations if any one week prior to the scheduled execution of the Test.

9.4.7.2.4. Changes to the test plan require approval in writing by the COUNTY or designated representative.

9.4.7.3. Test Scope – System Installation& Commissioning Testing

9.4.7.3.1. The scope of the System Installation & Commissioning Testing shall include the full functionality of the Toll System from the Lane to the Toll Host Environment (including the Reporting, TVAS, MOMS, subsystems, etc.), Customer Service Center (CSC) back office subsystem and beyond.

9.4.7.3.2. The Test shall fully demonstrate transaction processing including transmittal from Lane to Plaza to Toll Host Environment, and then on to the CSC and to the external interfaces.

9.4.7.3.3. Transmittal of files and status updates from the CSC and external interfaces down to the Toll Host Environment, Plaza and Lane shall also be demonstrated, including without limitation, the testing of real-time status updates to lanes.

9.4.7.3.4. The Testing shall fully demonstrate all applicable System functions for the Plaza facility as part of the overall System, including without limitation, transaction processing, including transmittal from Lane to Plaza to Toll Host Environment, and general revenue collection and business functions.

9.4.7.3.5. The Testing shall also include the following without limitation: equipment, installation, software, collector deposit functionality, and interfaces with the lanes and Toll Host Environment.

9.4.7.3.6. Every piece of in-lane equipment and its interface to the Lane Controller shall be verified to be fully operational.

9.4.7.3.7. The Toll System including the first Toll Lane shall be successfully completed before the COUNTY will authorize additional toll lanes at the toll plaza to be taken out of revenue service for replacement of the Toll System.

9.4.7.4. Toll System Configurations – System Installation& Commissioning Testing

9.4.7.4.1. The initial System Commissioning Test configuration shall be for the full Toll System from end-to-end including the first single toll Lane together with the Plaza, the Toll Host Environment (including the Reporting, TVAS, MOMS, subsystems, etc.), Customer Service Center (CSC) back office subsystems and external interfaces.

9.4.7.4.2. The test Lane configuration(s) may include:

9.4.7.4.2.1. Single channelized lane Cash + Electronic (mixed use) lane (i.e. Cash Manual and ETC/AVI)

9.4.7.4.3. After the Installation and Commissioning Test for the full System with the first toll lane, subsequent test configurations shall be for each additional new toll lane or new System element as integrated into the full System.

9.4.7.4.4. Upon successful Commissioning of the Toll System with the first Toll Lane, the COUNTY may authorize installation of the remaining toll lanes.

9.4.7.5. Test Site – System Installation& Commissioning Testing

9.4.7.5.1. System Installation & Commissioning Testing shall be conducted at the COUNTY Toll Plaza, Data Center and back office sites when installation is complete and the Contractor deems ready to be commissioned for revenue service.

9.4.7.6. Test Vehicles – System Installation& Commissioning Testing

9.4.7.6.1. System Installation & Commissioning testing shall be conducted using actual vehicles that are representative of those used on the COUNTY toll facilities.

9.4.7.7. Test Execution & Documentation - System Installation& Commissioning Testing

9.4.7.7.1. The Test shall be executed by the Contractor, as well as observed and evaluated by the COUNTY and/or its delegated representatives.

9.4.7.7.2. The Contractor shall internally completely test all test scripts prior to inviting the COUNTY to witness the Test.

9.4.7.7.3. All work shall be coordinated with the COUNTY.

9.4.7.7.4. The Contractor shall provide a minimum of 48 hours notification prior to the start of each System installation and lane commissioning test.

9.4.7.7.5. The COUNTY has the right to stop Commissioning testing at any time.

9.4.7.7.6. In the event a problem is detected, the Contractor shall be able to return to use of the legacy equipment and continue to collect revenue under the existing system until the problem is resolved, and both the Contractor and the COUNTY mutually agree to recommence with System Installation and Commissioning Testing.

9.4.7.7.7. The Contractor shall address any issues that may evolve as the test continues.

9.4.7.7.8. Unresolved issues shall be documented during the test by the Contractor so that a follow-on test processes can verify the correction of any unresolved issues from previous testing.

9.4.7.7.9. The Contractor shall prepare a Test Report submitted within 5 business days of the completion of the test that documents completion of the testing including verification that all elements meet requirements.

9.4.7.7.10. In the event of any exceptions, the Contractor shall submit within 5 business days of the completion of the test documentation of the exceptions and provide a punch list and schedule for resolution.

9.4.7.7.11. The COUNTY is not responsible for any additional costs or schedule loss due to problems created by the Contractor during the Commissioning.

9.4.7.8. Test Approval – System Installation & Commissioning Testing

9.4.7.8.1. In order for the COUNTY to approve the Test, at a minimum, the following conditions shall be met:

9.4.7.8.1.1. No Severity 1 or Severity 2 Variances / Defects

9.4.7.8.1.2. If any Severity 3 or 4 Variances / Defects occur, the Contractor and the COUNTY will mutually agree on a Correction Plan and proposed solution.

9.4.7.8.2. If, in the COUNTY's sole judgment, the Test indicates that the toll collection equipment and software appear to be functioning satisfactorily from a COUNTY perspective and in accordance with a pre-defined and approved test plan, and all functional and technical requirements of the Contract are being met, the COUNTY will issue written acceptance of the results of the Test.

9.4.8. FINAL SYSTEM ACCEPTANCE TESTING (SAT)

9.4.8.1. Test Objectives – System Acceptance Testing (SAT)

9.4.8.1.1. The objective of the Final Acceptance Testing is to verify that Toll System has been successfully integrated, and installed; and to fully test the System to verify that the System is complete, fully functional and performing to the level required by this Contract in a live production environment at the COUNTY Pensacola-area Toll System site.

9.4.8.1.2. Final System Acceptance Test (SAT) is the formal 60 day test designed to observe the entire Toll Collection System performance and accuracy after the System is fully deployed.

9.4.8.2. Test Plan & Other Test Documents – System Acceptance Testing (SAT)

9.4.8.2.1. The Final SAT will be conducted by the Contractor in accordance with the COUNTY-approved Final System Acceptance Test Plan developed by the Contractor.

9.4.8.3. Test Scope – System Acceptance Testing (SAT)

9.4.8.3.1. During the test period, System accuracy, performance, reliability and auditability will be measured and verified.

9.4.8.3.2. The test shall verify the rest of the System functionality including without limitation, MOMS, dashboard monitoring, all other Lane, Plaza, Toll Host Environment, Customer Service Center (CSC) Transaction Video Audit Subsystem (TVAS), etc.

9.4.8.4. Toll System Configurations – System Acceptance Testing (SAT)

9.4.8.4.1. The SAT shall test all types of Toll Lane in multiple Lane configurations together with the Plaza-level equipment and Toll Host Environment including internal and external system interfaces, primary and disaster recovery environments

9.4.8.5. Test Site – System Acceptance Testing (SAT)

9.4.8.5.1. The SAT Test site will be the COUNTY Toll System in the Pensacola, Florida area.

9.4.8.6. Test Vehicles – System Acceptance Testing (SAT)

9.4.8.6.1. The SAT will be executed with live traffic in a production environment.

9.4.8.7. Test Execution & Documentation - System Acceptance Testing (SAT)

9.4.8.7.1. The SAT may commence after the COUNTY approval of the final System Installation and Commissioning Test.

9.4.8.7.2. The System Contractor shall fully document and track the resolution of any problems detected during monitoring of the Toll System during the Final System Acceptance Test (SAT). Such records shall be available to the COUNTY upon request and submitted to the COUNTY within five (5) business days after completion of the SAT.

9.4.8.7.3. Anomalies identified shall be categorized by severity levels, and corrected by the Contractor in accordance with configuration management policies. .

9.4.8.7.4. Depending on the severity level of anomalies identified during the Final System Acceptance Test, the COUNTY may require that the test be re-started at day one until it is successfully completed.

9.4.8.8. Test Approval – System Acceptance Testing (SAT)

9.4.8.8.1. For successful completion of this test phase, the Toll System shall function for a continuous sixty (60) day period with no Severity 1 and Severity 2 failures (such as issues related to actual or potential loss of revenue, transmission or corruption of data, etc.), lane outages or System performance below specification levels.

9.4.8.8.2. If, in the COUNTY's sole judgment, the Test indicates that the toll collection equipment and software appear to be functioning satisfactorily from a COUNTY perspective and in accordance with a pre-defined and approved test plan, and all functional and technical requirements of the Contract are being met, the COUNTY will issue written acceptance of the results of the Test.

9.4.9. AD HOC TESTING

9.4.9.1. The COUNTY reserves the right, at its sole discretion, to run any ad-hoc testing, with the expectation that the System will perform correctly.

9.4.10. TESTING AFTER SYSTEM MODIFICATIONS OR REPAIRS

9.4.10.1. After the System is modified, it shall be tested to verify that it meets the System Requirements.

9.4.10.2. Regression Testing shall be conducted in accordance with the Test Methodology section, above.

9.4.10.3. See Section 15.3 for Software Supplemental Work requirements.

10. TRAINING PROGRAM

10.1. GENERAL

10.1.1. SCOPE

10.1.1.1. The Contractor shall establish a training program for the Toll System for COUNTY staff, and others identified by the COUNTY.

10.1.1.2. The focus of the training program shall be to “train the trainers” and instruct other COUNTY users in usage of the new Systems.

10.1.1.3. The Contractor training shall provide an overview of design, operations, and maintenance of the System.

10.1.1.4. The COUNTY will provide a listing of designated personnel to whom the Contractor will provide training, and which persons will be designated as COUNTY trainers subsequent to the completion of the training course.

10.1.1.5. The COUNTY reserves the right to copy and distribute training materials.

10.1.1.6. The COUNTY reserves the right to record training activities in video and / or audio format for future use.

10.2. TRAINING PLAN

10.2.1.1. The Contractor shall develop and submit a Draft Training Plan at least 30 days prior to Detailed Design Review (DDR) to the COUNTY for review, comment and approval.

10.2.1.2. The Contractor shall submit a Final Training Plan at least 30 days prior to the scheduled start of training to the COUNTY for review, comment and approval.

10.2.1.3. The Training Plan shall address at a minimum the following areas:

10.2.1.3.1. Qualifications of Training Program Designers and Trainers

10.2.1.3.2. Training Organization & Structure

10.2.1.3.3. Curriculum & Course Content

10.2.1.3.4. Training Materials

10.2.1.3.5. Course Delivery & Training Class Schedule

10.2.1.3.6. Refresher Training

10.2.1.3.7. Training Facilities & Equipment

10.2.1.4. The Training Plan shall utilize industry best practices as applicable to the "train-the-trainer" approach, technical subject matter and other applicable elements and attributes to the course.

10.2.1.5. The Training Plan shall address all elements described in this Section.

10.2.1.6. The Contractor shall verify that all Training Program developers, trainers and support personnel meet the requirements of the COUNTY-approved Training Plan.

10.2.1.7. The Contractor and its subcontractors shall implement and comply with the Training Plan in the performance of all Training Program activities on the Project.

10.3. CURRICULUM (COURSE CONTENT)

10.3.1. GENERAL

10.3.1.1. The courses shall include instruction in proper usage of the equipment and software either supplied or incorporated into the System.

10.3.1.2. The total package of courses shall be no less than a minimum of eighty (80) hours and shall be organized into the sessions listed in Section 10.3.3, Course Content.

10.3.1.3. The training shall be designed to address the operational needs of the COUNTY user groups that may include without limitation the following:

10.3.1.3.1. IT, Data Center & System Administration

10.3.1.3.2. Traffic & Revenue Audit

10.3.1.3.3. Revenue Collection Services

10.3.1.3.4. Customer Service Center

10.3.1.3.5. Toll Equipment Maintenance

10.3.2. SYLLABUS

10.3.2.1. The Contractor shall prepare and submit a detailed course syllabus of course materials at least 45 days prior to the scheduled start of training to the COUNTY for review, comment and approval. The COUNTY staff will review and may require modifications to the syllabus and courses by the Contractor.

10.3.2.2. The Contractor shall submit detailed course outlines, draft manuals, and handouts at least 30 days prior to the scheduled start of training to the COUNTY for review, comment and approval.

10.3.2.3. The Contractor shall submit resumes of proposed instructors at least 60 days prior to the scheduled start of training to the COUNTY for review, comment and approval.

10.3.2.4. The Contractor shall provide all materials and equipment required for training sessions at least ten (10) business days prior to the scheduled start of training.

10.3.2.5. If the Contractor believes that additional training should be provided to the COUNTY staff designated as staff trainers, the Contractor shall submit this recommendation at the same time the Contractor begins to develop the course syllabus.

10.3.3. COURSE CONTENT

10.3.3.1. The total package of courses shall be organized into the following sessions unless otherwise modified at the request of the Contractor and approved by the COUNTY:

10.3.3.1.1.1. Overview of Systems, Operations, Interfaces & Monitoring

10.3.3.1.1.2. Toll Host Environment Operations, System Interfaces, Monitoring, and Reports

10.3.3.1.1.3. Plaza Operations & Reports

10.3.3.1.1.4. Toll Lane Operations

10.3.3.1.1.5. Lane – Vehicle Detection & Classification System

10.3.3.1.1.6. Lane – ETC / Automatic Vehicle Identification (AVI)

10.3.3.1.1.7. Lane – Toll Collection System - Manual

10.3.3.1.1.8. Lane – Image Capture & Processing / Violation Enforcement System

10.3.3.1.1.9. Customer Service Center (CSC) Subsystem (back office)

10.3.3.1.1.10. Maintenance On-line Management Subsystem (MOMS)

10.3.3.1.1.11. System Databases & Administration

10.3.3.1.1.12. Ad Hoc Reporting

10.3.3.1.1.13. Revenue Reconciliation, Audit & Reports

10.3.3.1.1.14. Transaction Video Audit Subsystem (TVAS)

10.3.3.1.1.15. Image processing system

10.3.3.1.1.16. Website functionality

10.3.3.1.1.17. System Maintenance (Course materials only, no class session is required.)

10.3.3.1.2. The System Maintenance training materials shall provide an overview of the System configuration, setup, and installation of the equipment and software. Specifically, it will minimally include:

10.3.3.1.2.1. Explanation of system commands and functions

10.3.3.1.2.2. Hands-on operations of the hardware and software

10.3.3.1.2.3. Preventative maintenance procedures

10.3.3.1.2.4. Troubleshooting techniques

10.4. TRAINING DOCUMENTATION

10.4.1. TRAINING MANUALS

10.4.1.1. General

10.4.1.1.1. The Contractor shall provide training manuals for each major component of the System.

10.4.1.1.2. All manuals shall be kept up to date by the Contractor during upgrades or any modifications to the System.

10.4.1.1.3. Manuals shall be provided in hardcopy and on CD, and on-line.

10.4.1.2. Operations Manual

10.4.1.2.1. The Operations Manuals including Standard Operating Procedures, provided by the Contractor will be used in the training of operations personnel and shall be prepared in accordance with the requirements described in Section 7, System Design Development Program.

10.4.1.3. System Administration Manual

10.4.1.3.1. The System Administration Manuals provided by the Contractor will be used in training the System Administrator in all elements of operating and maintaining the System and shall be prepared in accordance with the requirements described in Section 7, System Design Development Program.

10.4.1.4. System Database Manual

10.4.1.4.1. The System Database Manuals provided by the Contractor will be used in training the Database Administrator in all elements of operating and maintaining the System databases and shall be prepared in accordance with the requirements described in Section 7, System Design Development Program.

10.4.1.5. Maintenance Manual

10.4.1.5.1. The Maintenance Manuals provided by the Contractor will be used in the training of System Maintenance personnel and shall be prepared in accordance with the requirements described in Section 7, System Design Development Program.

10.4.1.6. Systems Disaster Recovery & Business Resumption Manual

10.4.1.6.1. The Systems Disaster Recovery & Business Resumption Manual will be used to train all appropriate staff in the COUNTY approach to converting day-to-day operations to an off-site facility and shall be prepared in accordance with the requirements described in Section 7, System Design Development Program.

10.5. COURSE DELIVERY

10.5.1. DELIVERY METHODS

10.5.1.1. On-site Training Sessions

10.5.1.1.1. The Contractor shall provide a series of training sessions, which will include a combination of classroom lectures and hands-on operational and maintenance education for the attendees.

10.5.1.1.2. The training sessions shall be conducted in the Pensacola, Florida area at a location approved by the COUNTY.

10.5.1.1.3. The O&M manuals shall form the foundation for those training elements to be provided in the classroom training sessions.

10.5.1.2. Electronic Delivery

10.5.1.2.1. The Contractor shall provide the training sessions and materials in electronic format.

10.5.2. TRAINING CLASSES, TRAINEE LEARNING GROUPS & TRAINING ASSIGNMENTS

10.5.2.1. Prior to the start of any lane commissioning, the Contractor shall integrate and train all COUNTY-designated staff involved with Toll Operations including, but not limited to the following:

10.5.2.1.1. Toll Operations Management staff

10.5.2.1.2. Information Technology staff

10.5.2.1.3. Accounting/Audit staff

10.5.2.1.4. Customer Service Center staff

10.5.2.1.5. Toll Operations Contractor Management and Administrative Support staff

10.5.2.1.6. Toll Operations Contractor Cash Toll Collection staff for the plaza where the lanes are being commissioned

10.5.2.2. The Contractor will not be required to provide live training sessions addressing the topic of System Maintenance, but shall provide training materials for future training at the discretion of the COUNTY.

10.5.2.3. The Table III.10.01, below, provides a preliminary chart of Trainee / Learning Group Course Assignments to various training topics / course content modules.

Table III.10.01 - User Group Training Topics (Preliminary)

	User Group / Learning Group / Topic/Content Modules	COUNTY Toll Operations - Management	COUNTY IT, Data Center & System Administration	COUNTY Accounting & Audit	COUNTY Toll Operations - Toll Plaza Managers	COUNTY Toll Operations - Toll Plaza Supervisors	COUNTY Toll Operations - Toll Collectors	Toll Enforcement & Image Processing / CSC Staff
1	Overview of Systems, Operations, Interfaces & Monitoring	●	●	●	●	●		●
2	Toll Host Operations, System Interfaces, Monitoring & Reports	●	●	●	●	●		
3	Plaza Operations & Reports	●	●	●	●	●		
4	Toll Lane Operations	●	●	●	●	●	●	
5	Lane – Vehicle Detection & Classification Subsystem	●	●	●	●	●	●	
6	Lane – ETC / Automatic Vehicle Identification (AVI)	●	●	●	●	●	●	
7	Lane – Cash Toll Collection System - Manual	●	●	●	●	●	●	
8	Lane – Image Capture & Processing/Violation Enforcement Subsystem	●	●	●	●	●	●	●
9	Customer Service Center (CSC) / Toll Enforcement Center (TEC)	●	●	●	●			●
10	Image Processing Subsystem (IPS)	●	●	●	●			●
11	Maintenance On-line Management Subsystem (MOMS)	●	●	●	●	●	●	
12	System Databases & Administration	●	●	●				
13	Ad Hoc Reporting	●	●	●	●			
14	Revenue Reconciliation, Audit & Reports	●	●	●	●	●		
15	Transaction Video Audit Subsystem (TVAS)	●	●	●	●			●
16	System Maintenance	●	●	●	●			

10.5.2.4. Contractor shall provide all necessary documentation and training to assist and support the new operations.

10.6. TRAINING PROGRAM UPDATES

10.6.1.1. The Contractor shall make annual updates and revisions to the training program or more frequently as necessary. These updates shall run through the life of the Contract.

10.7. TRAINING EQUIPMENT

10.7.1. GENERAL

10.7.1.1. The Contractor shall provide, install, integrate, configure, test and maintain the equipment required for training the COUNTY staff and tolling services contractor(s).

10.7.2. DESCRIPTION

10.7.2.1. The locations for training toll collector and plaza staff will be in the COUNTY Central Office Complex building and at the Bob Sikes Bridge toll plaza, or other location as directed by the COUNTY for the purpose of training personnel to operate the Toll Collection System in a hands-on manner using the same type of toll equipment and configuration(s) that are used in the System at active toll facilities.

10.7.2.2. The training location for back office personnel for the Customer Service Center will be in a separate place that is convenient to the COUNTY Customer Service Center (CSC) and the COUNTY CSC Contractor staff.

10.7.2.3. The training location for toll administrative and management personnel will be in the COUNTY Central Office Complex building.

10.7.2.4. The training equipment shall be self-contained and not have an interface with the Toll System production environment.

10.7.3. COUNTY RESPONSIBILITIES

10.7.3.1. The COUNTY will provide the building meeting space for the training activities.

10.7.4. COMPLETION SCHEDULE

10.7.4.1. The training facilities shall be ready for use in accordance with the Project Schedule, but within 30 days of the scheduled commissioning of the Toll Plaza.

10.7.5. EQUIPMENT

10.7.5.1. The location for Toll Collector training shall include, at a minimum, the following fully functional sets of toll equipment:

10.7.5.1.1. Manual Lane Terminals (MLT) workstations: 2

10.7.5.2. The training location for CSC shall be suitably equipped for various System function training activities (e.g. Operations Management, Audit, TVAS, MOMS, etc.)

10.7.5.3. All training locations shall be properly equipped with all other equipment, software and apparatus necessary to be fully functional for training purposes.

11. EQUIPMENT INVENTORY & SPARE PARTS REQUIREMENTS

11.1. GENERAL

11.1.1. ADEQUATE SUPPLY & SOURCES

11.1.1.1. The Contractor shall identify, provide and maintain on-hand a 12-month supply of all spare components and parts necessary to maintain the Toll Collection System.

11.1.1.2. The Contractor shall provide a stock of System components for predictive maintenance cycles.

11.1.1.3. The Contractor shall input into MOMS relevant product inventory data for the initial inventory of equipment (deployed in the field as part of the System) and spare parts shall be input into MOMS upon delivery.

11.1.1.4. The COUNTY reserves the right to purchase any and all hardware on the Project directly from the Supplier and add to the inventory.

11.1.1.5. The Contractor shall guarantee, secure, and have a readily available source of all spare parts necessary or desirable for the equipment provided under this Contract for the duration of the Contract.

11.1.1.6. The Contractor shall make available all necessary test and warranty repair resources for replacement including test repair and warranty repair, spare modules and spare components to support one hundred percent (100%) availability of the operational equipment.

11.1.1.7. The Contractor shall identify, provide an initial 12-month supply of consumables for the Toll Collection System (e.g. receipt printer paper, printer paper, ink/toner, other consumables, etc.).

11.1.2. OWNERSHIP OF SPARE PARTS INVENTORY

11.1.2.1. The Spare Parts Inventory shall be the property of the COUNTY.

11.1.2.2. The Contractor shall not cause or permit any lien or other encumbrance to attach to the spare parts and equipment and shall promptly at Contractor's expense remove any lien or other encumbrance there from.

11.1.3. LEGACY SPARE PARTS INVENTORY

11.1.3.1. There are no legacy spare parts that will be used as part of the new Toll System.

11.2. SPARE PARTS & EQUIPMENT

11.2.1.1. The Contractor shall provide fully tested spare parts and equipment as part of this Contract.

11.2.1.2. The Contractor shall develop and submit a complete list of assemblies and tested spare parts to the COUNTY as part of the System Detail Design Review (DDR) documentation package for review and approval.

11.2.1.3. Beginning with Year 2 of the Maintenance Period, the COUNTY will compensate the Contractor for Spare Parts purchased to maintain a full 12-month supply.

11.2.1.4. The Contractor shall turn over a twelve (12) month supply of spare parts and consumables to the COUNTY, or transfer the spare parts inventory to any successor contractor, as applicable, at the end of the Contract period, or upon termination of the Contract.

11.2.1.5. The Contractor may substitute for parts, components, and equipment, if the Contractor receives written approval from the COUNTY for each specific substitution.

11.2.1.6. The COUNTY may reject and may not approve for payment any substituted items that were not approved in advance.

11.2.1.7. Any spares required in addition to those quantities identified by the Contractor in the Contractor's proposal to meet the initial 12 month maintenance obligations, shall be provided at no additional cost to the COUNTY such that the Contractor is providing the COUNTY a proper 12 month maintenance inventory level.

11.2.1.8. The Contractor shall assure that all parts, components, equipment, materials, and other items purchased for use in the System are new whenever practical.

11.2.1.9. All parts and repairs shall be of good quality and designed to reliably carry out their functions within the System and meet the requirements of the Contract.

11.2.1.10. All spares shall be maintained in good operating condition at all times.

11.2.1.11. All components of the 12 month inventory shall be new unless refurbished during the Warranty Period.

11.2.1.12. Refurbished parts provided to the COUNTY as part of the 12 month inventory shall have a minimum of a one year Contractor-provided additional warranty covering parts, labor and full replacement commencing at the end of the warranty period.

11.3. SPARE PARTS INVENTORY MANAGEMENT

11.3.1. GENERAL

11.3.1.1. The Contractor shall maintain current inventory of System hardware.

11.3.1.2. The Contractor shall maintain a current, comprehensive listing of the Inventory of System Hardware in accordance with Section 11.3.4, below.

11.3.1.3. The Contractor shall be responsible for providing and maintaining during the maintenance period a stock of spares for each factory maintainable item included in the Toll System.

11.3.1.4. The Contractor shall identify quantities, expected to be consumed during a period of 12 months and deliver these components to the Contractor's Spare Parts Warehouse / Maintenance Depot facility upon COUNTY acceptance of the final warranty for the Toll System.

11.3.1.5. If any of these assemblies, parts or equipment are used during the Contractor Warranty Period to replace defective components, the Contractor shall replace them at no additional cost to the COUNTY.

11.3.1.6. The estimated time required to repair and return all spare parts into inventory after their use for maintenance shall be accounted for when developing the spare parts inventory list.

11.3.1.7. The Contractor, based on experience and analysis, shall closely monitor the need for spare parts and components and recommend modifications to the inventory during the course of the Contract.

11.3.1.8. These inventory recommendations shall include the identification of parts no longer available, obsolescence, etc.

11.3.1.9. The COUNTY reserves the right to approve any changes to the spare parts and components inventory after the Contract is in force.

11.3.1.10. The Contractor shall provide suitable storage facilities for all spare parts and components within a reasonable travel distance from the COUNTY's toll facilities.

11.3.2. SPARE PARTS INVENTORY PLAN

11.3.2.1. The Contractor shall develop and maintain a Spare Parts Inventory Plan.

11.3.2.2. The Spare Parts Inventory Plan shall be submitted to the COUNTY for review and approval during the design development process with Preliminary and DRAFT Final versions for PDR and DDR, respectively, and the final version at least 30 days prior to FAT.

11.3.2.3. The Spare Parts Inventory Plan shall include a description of how the Contractor will provide the necessary spare parts and maintain those levels during the installation and Warranty time period.

11.3.2.4. The Contractor shall fully explain the procedures, controls, software applications, and facilities intended to be used to process and track the spare parts inventory.

11.3.2.5. The Contractor shall also provide a list of inventory reports and samples of those reports as part of the Spare Parts Inventory Plan.

11.3.2.6. The Contractor shall address an obsolete parts process for the entire duration of the Contract.

11.3.3. INVENTORY MANAGEMENT FOR SUSTAINABILITY

11.3.3.1. Spare parts inventories shall be maintained at the levels included in the Spare Parts list.

11.3.3.2. The Contractor shall provide a second source for as much equipment possible.

11.3.3.3. Anticipated rates of inventory depletion and associated equipment supply procurement times shall be considered when determining inventory quantities and shall be indicated in the Contractor's Proposal and throughout the Warranty Period.

11.3.4. INVENTORY CONTROL, PARTS LISTS & REPORTS

11.3.4.1. The Contractor shall develop and maintain for the Inventory of System Hardware a comprehensive Parts List for all equipment components, whether in service or spares.

11.3.4.2. The Contractor shall submit the Inventory of System Hardware & Parts List upon delivery of the initial System Elements and Spare Parts, and again at Final System Acceptance.

11.3.4.3. The Contractor shall also make the Inventory of System Hardware available to the COUNTY on-demand at any time via the MOMS.

11.3.4.4. All equipment component parts shall be numerically encoded with a parts list number, which clearly identifies the subsystem and subassembly where the part is to be located.

11.3.4.5. All parts list numbers shall be cross-referenced with the parts serial number.

11.3.4.6. The parts list number and associated serial number shall be identified within the MOMS reports as identified in the System Requirements of this Contract.

11.3.4.7. The inventory of spare parts and in-service components shall be comprehensive, accurate, and auditable throughout the term of the Contract.

11.3.4.8. The Contractor shall also identify and provide a list of all System components, including those provided by the COUNTY, which require more than 30 days to procure from their respective sources.

11.3.4.9. The Contractor shall submit this list to the COUNTY at least 60 days prior to the scheduled commencement of the Initial Maintenance Period for the Toll Plaza.

11.3.4.10. The Contractor shall also identify and provide a list of all System components, including those provided by the COUNTY, which require more than 30 days to repair.

11.3.4.11. The Contractor shall submit this list to the COUNTY at least 60 days prior to the scheduled commencement of the Initial Maintenance Period for the Toll Plaza.

11.3.4.12. The Contractor shall provide to the COUNTY initially on a semi-annual basis a Spare Parts Inventory listing with associated dollar values of all spare parts and components in inventory, and more frequently if required by the COUNTY.

11.3.4.13. The Contractor shall provide a Spare Parts Usage Report initially on a semi-annual basis, and more frequently if required by the COUNTY.

11.3.5. INVENTORY TRACKING SYSTEM

11.3.5.1. The Contractor shall maintain an ongoing accurate inventory tracking system of all parts, equipment and commercial software provided under the terms of this scope of work.

11.3.5.2. The inventory control mechanism utilized by the Contractor may be a “commercial off-the-shelf” (COTS) product or a custom software product developed by the Contractor.

11.3.5.3. The inventory tracking and control mechanism utilized by the Contractor shall be provided through the MOMS and meet all requirements defined in the MOMS requirements in the Functional Specifications (Volume IV, System Requirements, MOMS).

11.3.5.4. The inventory control mechanism shall be integrated into the MOMS subsystem to allow updating of the inventory database.

11.3.5.5. If the Contractor chooses to utilize a COTS product the Contractor shall identify such product in its proposal along with supporting documentation.

11.3.5.6. Inventory control shall include, at a minimum, item description, quantity on hand, reorder point, manufacturer part number, manufacturer ordering information, cost and location, and warranty expiration date.

11.3.5.7. As components are replaced, the System Hardware Inventory shall be updated to include updated serial number, model information, the date the part

goes from the Spare Parts inventory into production, and warranty expiration date.

11.3.5.8. The inventory function shall keep track of warranty information for parts used and provide information to receive warranty reimbursements when appropriate.

11.3.6. SECURITY, LOSS PROTECTION & INSURANCE FOR PARTS & EQUIPMENT INVENTORY

11.3.6.1. The Contractor shall provide a secure, suitable environment for COUNTY equipment and materials, including but not limited to spares and repair parts (collectively, "Equipment").

11.3.6.2. This secure, suitable environment shall include without limitation, restrictions on physical access, as well as access via the Contractor's network.

11.3.6.3. The Contractor shall comply with the COUNTY's security requirements for remote access to the COUNTY systems.

11.3.6.4. The Contractor shall provide a description of the security measures and safeguards the Contractor has in place to the COUNTY within 60 days of NTP for review and approval.

11.3.6.5. The Contractor shall obtain and maintain adequate and appropriate insurance coverage for replacement of the COUNTY-owned assets, including without limitation, spare parts inventory and other property, that are stored in the facility, in the possession of, or otherwise under the care of the Contractor.

11.3.6.6. The Contractor shall submit proof of such insurance coverage upon initial purchase, upon renewal and upon request of the COUNTY.

11.4. ADDITIONAL QUANTITIES OF SPARE PARTS & EQUIPMENT

11.4.1.1. The purchase of additional quantities of spare parts from the Contractor shall be at the unit prices set forth in the Contractor's Price Proposal for an active phase of work.

11.4.1.2. Spare part and equipment pricing for active phases of work shall be available to the COUNTY through the warranty period for the phase.

11.4.1.3. In the event of non-listed items or if all phases of work have been completed and the COUNTY requires additional parts and equipment from the Contractor during the term of the Contract, the Contractor shall provide the parts and equipment at or below the most favorable prices the Contractor gives its best client.

11.4.1.4. When unit prices for parts and equipment do not exist in the Contract at the time of ordering, the Contract will be amended to add the prices in accordance with the pricing requirements established herein.

11.4.2. MAINTENANCE DEPOT / SPARE PARTS WAREHOUSE

11.4.2.1. The Contractor shall provide a secure warehouse to store all spare parts and equipment and serve as the maintenance depot for the Project.

11.4.2.1.1. For additional requirements, see Section 14.5.4 Maintenance Facilities – Maintenance Depot & Spare Parts Warehouse.

11.4.2.1.2. For additional requirements, see Section 13, Direct Reimbursable Items, in this Statement of Work.

11.4.2.2. The Contractor shall relocate all spare parts and equipment into a COUNTY-specified location within the Greater Pensacola, Florida area upon the completion of the Contract.

The COUNTY will reimburse the Contractor for the actual cost of the relocation as described in Section 13.2 of this Statement of Work.

12. WARRANTY SERVICES

12.1. GENERAL

12.1.1. DESCRIPTION OF SERVICES

12.1.1.1. The Contractor shall provide Warranty Services for the Toll Collection System.

12.1.1.2. Warranty Services shall provide for execution of the Contract Warranty terms and conditions described herein and in the Contract Terms & Conditions, the Contractor's Warranty, and the warranties of the various manufacturers.

12.1.1.3. The Warranty Services shall include without limitation, the following:

12.1.1.3.1. Service calls in response to a potentially defective System element.

12.1.1.3.2. The diagnosis and remedy of defective System elements, including hardware and software, in accordance with the provisions of the applicable warranties.

12.1.1.3.3. Provision of appropriate hardware, software and labor as necessary to repair and / or replace System elements that are defective.

12.1.1.3.4. Other services that may be incidental to the analysis, diagnosis, and remedy of defective elements of the System.

12.1.1.4. Such Warranty Services shall include without limitation, the replacement of spare parts used to replace defective elements, as set forth in Spare Parts and Equipment Requirements at no cost to the COUNTY.

12.1.1.5. The Contractor shall provide a written Warranty to the COUNTY not later than the scheduled time for commencement of the Warranty Period.

12.1.1.6. The written Warranty shall warrant that all equipment and software provided and installed pursuant to the terms and conditions of the Toll System Contract is comprised of top quality materials, was properly developed, fabricated and installed is of good workmanship and free of defects.

12.1.1.7. The Contractor shall further warrant that the Toll System and all of its associated components, provided and installed shall meet or exceed the System functional specifications stipulated in System Requirements of this Contract.

12.1.1.8. Any defects or malfunctions that occur prior to the expiration of the Warranty Period shall be repaired at no cost to the COUNTY and shall be documented in writing by the Contractor.

12.1.1.9. At its sole discretion, the COUNTY may withhold any payment due to the Contractor until such defects or malfunctions have been corrected.

12.1.1.10. The Warranty shall not limit the responsibility of the Contractor for developing, fabricating and installing equipment and software in a good and workmanlike manner and in accordance with good industry practices.

12.1.1.11. All warranties, including warranties by manufacturers or other third parties of any equipment, materials, software or services used by the Contractor shall be owned by the COUNTY.

12.1.2. WARRANTY PERIOD – TERM OF SERVICE

12.1.2.1. The Warranty Period for the core System Host Environment (Software, Hardware, installation) shall commence upon the successful commissioning of the Toll Plaza for Revenue Service and extend for a period of three (3) years from that date.

12.1.2.2. The Warranty Period for the commissioned Toll Plaza shall commence upon the successful commissioning of the whole Toll Plaza for Revenue Service and extend for a period of one (1) year from that date.

12.1.2.3. The Warranty Period for custom Software for the System shall commence upon the successful commissioning of the software for Revenue Service and extend to the end of the term of the Contract.

12.2. WARRANTY SERVICES

12.2.1.1. The Contractor throughout the Warranty Period shall with due diligence and in a good and workmanlike manner carry out and complete all Warranty Services with such quality and standards that are reasonably satisfactory to the COUNTY and in accordance with the Quality Management Plan.

12.2.1.2. The Contractor throughout Warranty Period shall be required to perform all manufacturing repairs for parts, components and equipment that are not covered under manufacturer warranty or are not repairable under field and central repair depot maintenance.

12.2.1.3. It shall be at the COUNTY's discretion to suspend the Warranty Period if in the opinion of the COUNTY there are significant problems or failure with any major component of the System that affects the accurate collection, processing and protection of toll transactions or the operations of toll facilities.

12.2.1.4. A major component shall be deemed to be one that is instrumental to the collection, reporting, auditing, and processing of revenue and, safety for the operations of toll facilities.

12.2.1.5. This shall include, but not be limited to, roadside equipment and related devices; system interfaces; software; middleware; Plaza and Toll Host Environment servers; TVAS, CSC, MOMS, and Reporting subsystems; System back-up and communication networks; and electrical and mechanical systems.

12.2.1.6. During the Warranty Period, the set-up fee for Maintenance of Traffic (MOT) for warranty work will be borne by the Contractor and not charged to the COUNTY.

12.2.1.7. The Warranty Period shall be suspended upon the date of written notice from the COUNTY to the Contractor.

12.2.1.8. The Contractor shall have fifteen days (15) to cure the reason for the suspension.

12.2.1.9. If the Contractor requires more than fifteen (15) days to cure the reason for the suspension the Contractor shall provide the COUNTY with a written explanation approved by the COUNTY why the period for cure shall extend beyond the stated period.

12.2.1.10. Upon resolving the problem or failure the Contractor shall provide written notification to the COUNTY of the reason and solution for the problem or failure.

12.2.1.11. Upon implementation of the solution the Warranty Period will remain suspended for a period of seven (7) days to ensure the Contractor's solution is the appropriate remedy.

12.2.1.12. At the satisfactory completion of the seven (7) day period, provided there are no further problems or failures, the COUNTY shall authorize the resumption of the specified Warranty Period, which shall be extended by the same number of days suspended.

12.3. SOFTWARE & HARDWARE WARRANTY

12.3.1.1. The Contractor shall provide full warranty for both hardware and software that covers parts, labor and all necessary work to replace in-kind any element of such with minimal or no interruption to the Toll Collection System, impact on revenue or operations.

12.3.1.2. The Software Warranty shall be unlimited for zero defects, from Commissioning of the System elements for revenue service through the term of the Contract.

12.3.1.3. After Commissioning of the Toll Plaza which shall include the Toll Host Environment and other System-wide elements, Toll Host Environment software modifications shall be for software warranty items only, unless otherwise specified in accordance with Section 15, Supplemental Work / Optional Services.

12.3.1.4. The Contractor shall provide the following minimum warranty services commencing from the start of COUNTY approval, commissioning and production operational use and continuing for a period as defined in Table III.12.01, below:

Table III.12.01 – Warranty Period Summary	
Roadside Hardware	Period of time ending with completion of warranty.
Toll Host Environment	3 years
Commercial off-the-shelf software or hardware including DBMS	Manufacturer's warranty or better
Custom developed software for the COUNTY	Free from defects for life of Contract

12.4. EXTENDED WARRANTY

12.4.1.1. The COUNTY desires any Contractor-proposed extended warranty periods for the hardware, software or warranty maintenance support at no additional cost to the COUNTY.

13. DIRECT REIMBURSABLE ITEMS

13.1. SPARE PARTS INVENTORY

13.1.1.1. The COUNTY will directly reimburse the Contractor for the replenishment of the spare parts inventory used / consumed for non-warranty repair / replacement of System elements.

13.1.1.1.1. The Contractor shall be responsible for the cost of replacing spare parts used for repairs / replacement covered by warranty. See Section 12 Warranty Services of this Statement of Work.

13.1.1.2. The COUNTY will establish an allowance to fund the replacement of spare parts not under warranty.

13.2. MAINTENANCE DEPOT / SPARE PARTS WAREHOUSE

13.2.1.1. The COUNTY will reimburse the Contractor for actual costs, without any Contractor markup, associated with the Maintenance Depot / Spare Parts Warehouse identified in Section 14.5.4 Maintenance Facilities – Maintenance Depot & Spare Parts Warehouse, and 11.4.2 Maintenance Depot / Spare Parts Warehouse of this Statement of Work.

13.2.1.2. Such actual costs associated with the Maintenance Depot / Spare Parts Warehouse include the lease; water, power and sewer utilities; and data communications to the COUNTY's network.

13.2.1.2.1. A direct reimbursable pay item will be established by Letter of Authorization to fund the warehouse lease and utilities costs.

13.2.1.3. The COUNTY will reimburse the Contractor for the actual cost, without any Contractor markup, to move the spare parts inventory and equipment from the Maintenance Depot / Spare Pare Parts Warehouse into a COUNTY facility as required in Section 11.4.2 of this Statement of Work.

13.2.1.3.1. A direct reimbursable pay item will be established by Letter of Authorization to fund moving the parts and equipment, which will require COUNTY approval of the Contractor's plan for accomplishing this work.

13.2.1.3.2. Except as provided herein, all other expenses associated with the Contractor Maintenance Depot / Spare Parts Warehouse shall be the responsibility of the Contractor.

14. SYSTEM MAINTENANCE & SUPPORT SERVICES

14.1. GENERAL

14.1.1. OVERVIEW

14.1.1.1. Maintenance activities shall be fall into one of the following maintenance echelon categories:

14.1.1.1.1. Level 0 Maintenance – Field Toll Plaza Service Support (may be furnished by COUNTY or Contractor) - The toll equipment field service support represents ancillary maintenance service at the lane level furnished by the COUNTY for the convenience of the Contractor. These service support positions may handle in lane/plaza level equipment general cleaning, adjustment of equipment position and alignment, non-technical diagnostics and minimal, non-technical repair. This support is intended to reduce or eliminate the need for the Contractor to provide permanent staff on-site to perform this lowest-level, generally non-technical support work.

14.1.1.1.2. Level 1 Maintenance – Field Technician (furnished by Contractor) - The toll equipment technician represents the first level of technical service at the lane level. These technical positions handle in lane/plaza level diagnostics and repair. If a repair cannot be completed in the lane/plaza, the tech will “swap” out the faulty device with a known “tested” good unit. The faulty device is then moved to Repair Echelon Level 2.

14.1.1.1.3. Level 2 Maintenance - System Technician (furnished by Contractor) – The system technician provides both high-level technical assistance to the toll equipment technician at the lane/plaza level when called upon to do so and provides shop functions to repair malfunctioning device removed by the toll equipment technicians. Level 2 electronic repair work includes, but is not limited to bench level equipment repair, component and unit calibration, replacement of faulty components, testing of repaired units and other necessary repair activities.

14.1.1.1.4. Level 3 Maintenance - Toll System Supervisor (furnished by Contractor) – Provides the highest level of field technical assistance, on-scene control functions and overall site management for technical issues when major situations occur or upon request of Level 1 and/or Level 2 need for assistance. Coordinates required software support when required.

14.1.1.1.5. Level 4 – Central Repair Depot (CRD) – If devices or components that make up the Toll Collection System cannot be repaired or serviced by Level 1, Level 2 or Level 3 they are shipped to the Contractor’s CRD for repair service.

14.1.1.1.6. Level 5 Maintenance - Manufacturer Repair / Replace (furnished by Contractor) – If Level 3 is unable to affect needed repairs to components or units of the Toll Collection System equipment, the device or component is shipped by the Contractor to the manufacturer for repair or replacement.

14.1.1.2. The Contractor shall be solely responsible for the full maintenance of the Toll System for the term of this Contract.

14.1.1.3. The Contractor shall perform all preventive, corrective and emergency maintenance in accordance with the approved Maintenance Plan.

14.1.1.4. Maintenance shall be provided by maintenance personnel either on duty or on call 24 hours a day, seven (7) days a week.

14.1.1.5. The Contractor shall submit a detailed Maintenance Plan as described later in this section, showing how it intends to carry out its responsibilities.

14.1.1.6. The Contractor shall be responsible for bugs in its software.

14.1.1.6.1. The Contractor shall reimburse the COUNTY for lost revenue due to such software bugs, regardless of how long the bug went undetected.

14.1.2. DESCRIPTION OF SERVICES – MAINTENANCE OF TOLL SYSTEM

14.1.2.1. The Contractor shall provide full field maintenance, central repair depot maintenance and manufacturer repair and servicing of all Toll System equipment and software.

14.1.2.2. The Contractor shall monitor the MOMS and respond to MOMS alarms.

14.1.2.3. Maintenance of the Toll System shall include maintenance of all elements (e.g. Lane level, Plaza, Toll Host components, CSC, TVAS, MOMS, etc.) of the System, to include, but not be limited to work such as:

14.1.2.3.1. Preventive maintenance, tuning, cleaning etc. including the following without limitation:

14.1.2.3.1.1. Periodic system tuning and checks for calibration and proper location of cameras, lights, antennas, profilers, loops, and other deployed technologies.

14.1.2.3.1.2. Periodic database and system tuning, and checks for processing performance and proper function of Toll Host Environment devices,

14.1.2.3.1.3. Periodic cleaning of all roadside technologies exposed to the elements, with emphasis on cleaning camera lens and any other optics.

14.1.2.3.1.4. Periodic cleaning of all cabinets, technologies and workstations

14.1.2.3.2. Predictive maintenance and replacement of limited-life and consumable components (e.g. VES illumination lights or LEDs, boards, drives, components, etc.) before they fail in service.

14.1.2.3.2.1. Intervals for predictive replacement shall be based on reported Mean Time Between Failure (MTBF) for the components in question or sooner based on Contractor experience with similar equipment.

14.1.2.3.3. Corrective maintenance for repair and replacement of components upon notification of component failure either through the MOMS or from the COUNTY.

14.1.2.3.4. Corrective maintenance for repair of software issues upon notification of component failure either through the MOMS or from the COUNTY.

14.1.2.3.5. Corrective maintenance for repair of processing issues upon notification of component failure either through the MOMS or from the COUNTY.

14.1.2.3.6. Regular monitoring of all communications links and component functions to make early determination of service degradation.

14.1.2.3.7. Regular monitoring and daily backups of the Toll Host Environment, CSC, TVAS, MOMS, Reporting and other Roadside Toll Collection System Toll Host Environment servers.

14.1.2.3.8. Regular reporting to the COUNTY regarding System health, communications links load / capacity, component performance, and planned maintenance services.

14.1.2.4. The Contractor shall, as part of the maintenance services, analyze fault logs and investigate, remedy and, if necessary redesign and implement solutions that are designed to maintain the specified performance levels.

14.1.3. SUBSYSTEMS MAINTAINED BY OTHERS

14.1.3.1. The following is a list of those sub-systems maintained by other contractors.

14.1.3.1.1. Wide Area Network (WAN) (Transport Side)

14.1.3.1.2. Plaza Access Security- Card Readers and Cards

14.1.3.1.3. Local Area Networks- LAN- Central Office Complex & Customer Service Center Solutions

14.1.3.1.4. Wide Area Network - WAN - (Router Portion of FON)

14.1.4. COORDINATION WITH OTHER CONTRACTORS

14.1.4.1. There may be several other contractors working with the COUNTY on the System (e.g. Toll System operations, Communications Network maintenance, Security maintenance, Roadway maintenance, Landscape maintenance, Construction, installations, etc.).

14.1.4.2. Some of these contractors are directly related to the work being done by the Contractor so it is imperative that the Contractor cooperate and coordinate activities where appropriate to ensure a smooth and effective operation.

14.1.4.3. The Contractor shall take whatever steps are deemed necessary by the COUNTY to accommodate this requirement.

14.1.5. MAINTENANCE PERIOD – TERM OF SERVICE

14.1.5.1. The Maintenance Period is divided into two phases:

14.1.5.1.1. Initial Maintenance Period (Phase 1) which shall be the initial maintenance period and commence upon the successful commissioning for revenue collection of the Toll Plaza and extend through the Hardware Warranty Period.

14.1.5.1.2. Operational Maintenance (Phase 2) which shall be ongoing annual maintenance periods and commence upon completion of the Hardware Warranty Period and end five (5) years after the successful Final System Acceptance, unless otherwise extended by mutual agreement.

14.1.5.1.2.1. Adjustment to the term durations may be made to better accommodate the COUNTY's fiscal year, in which cases the Adjustments will be prorated based on actual durations.

14.1.5.2. Relationship of Initial Maintenance Period to System Warranty Period

14.1.5.2.1. The Warranty Period for Hardware shall begin and run concurrently with the System Initial Maintenance Period.

14.1.5.2.2. The Warranty Period for Software shall begin and run concurrently with the System Initial Maintenance Period with the Initial System Maintenance period ending with the end of the Hardware Warranty Period, and the Software Warranty extending on beyond that time as specified herein.

14.1.6. USE OF MOMS

14.1.6.1. The Contractor's personnel shall utilize the MOMS for all of its maintenance and support activities and shall also make use of MOMS during installation and commissioning.

14.1.6.2. The COUNTY will have access to the MOMS to view activities, data and reports; to generate work orders or trouble tickets; for asset management; spare parts, MOT; preventative maintenance, etc.

14.1.6.3. When spare parts are placed into production, the Contractor shall update the MOMS record for each item or component to include date/time it goes into production and new location, in accordance to Section 11.3.4 of this Statement of Work.

14.1.6.4. The Contractor shall develop a process to document / record System issues that are not automatically detected and recorded by the MOMS subsystem, as part of the Maintenance Plan and submit it for review and approval by the COUNTY.

14.1.7. ADVANCED NOTICE OF CONFIGURATION CHANGES

14.1.7.1. The Contractor shall notify the COUNTY in advance of making any configuration changes during planned (or preventive) maintenance operations.

14.1.7.2. The Contractor shall notify the COUNTY within 24 hours of any configuration changes required due to corrective maintenance.

14.1.8. System Downtime for Maintenance

14.1.8.1. The Contractor shall coordinate System downtime or maintenance periods with the COUNTY before any systems or subsystems are shutdown.

14.1.8.2. All System or subsystem shutdowns for System maintenance purposes shall be approved by the COUNTY and thus require advance notification.

14.1.9. Lane Closure Approval & Coordination

14.1.9.1. The Contractor, when performing Roadside maintenance shall coordinate all lane closure requests with the COUNTY or designee and receive approval before proceeding.

14.1.9.2. The Contractor is not authorized to set up road closures without prior COUNTY approval.

14.1.9.3. All road closures for any Roadside System maintenance, or corrective or preventive maintenance purposes shall be approved by the COUNTY.

14.1.10. Maintenance of Traffic (MOT)

14.1.10.1. The COUNTY is very sensitive to the maintenance of traffic at all times.

14.1.10.2. Contractor shall schedule any necessary lane closures to occur during off peak times, including nights and weekends.

14.1.10.3. For additional requirements, see Sections 7.13.8 and 8.1.5 of this Statement of Work.

14.1.11. Tolls for Maintenance Vehicles

14.1.11.1. The COUNTY will <u>not</u> reimburse tolls for maintenance vehicle travel while on COUNTY business.

14.1.12. Inspection of Work & Materials

14.1.12.1. The COUNTY reserves the right, at any time, with reasonable notification, to inspect work areas such as the Maintenance Depot / Spare Parts Warehouse.

14.1.12.2. The COUNTY may at any time inspect work on the System, components, parts, materials, equipment or other items to ensure that the System conforms to the requirements of the Contract, to verify progress, or for any other reason that the COUNTY deems appropriate.

14.1.12.3. Such inspections may occur at any site where the work is being conducted.

14.1.12.4. The COUNTY reserves the right to reject any work, components, parts, equipment, materials or other items that do not conform to the requirements of the Contract or work order.

14.1.12.5. Rejected work, components, parts, equipment, or materials shall be replaced with conforming units at no cost to the COUNTY.

14.2. MAINTENANCE SERVICES REQUIREMENTS

14.2.1. GENERAL

14.2.1.1. The Contractor shall provide a complete program of Preventive, Predictive and Corrective / Emergency maintenance services for the Toll System, as described below.

14.2.1.2. The Contractor shall keep the COUNTY staff advised of all major planned Maintenance activities that would affect customers, revenue, operations or facilities.

14.2.2. WORK LIMITATIONS

14.2.2.1. For additional requirements, see Section 2.1.3, Work Limitations, in this Statement of Work.

14.2.3. SYSTEM SUPPORT

14.2.3.1. The Contractor shall provide general System Support for the System elements provided by the Contractor and defined herein for the Toll System Replacement Project under the terms and conditions of this Scope of Work.

14.2.3.2. Contractor responsibilities also include any updates and modifications necessary to support production use of the Toll Collection System at a minimum:

14.2.3.2.1. Toll Host Environment and Plaza databases

14.2.3.2.2. Reporting, CSC, TVAS, and MOMS subsystems

14.2.3.2.3. All Contractor-provided operating systems

14.2.3.2.4. System hardware and software upgrades

14.2.3.2.5. UFM updates

14.2.4. SOFTWARE DEVELOPMENT & MAINTENANCE

14.2.4.1. The Contractor shall provide software maintenance on all software provided by the Contractor and defined herein for the Toll System Replacement Project under the terms and conditions of this Scope of Work.

14.2.4.2. Contractor responsibilities include any modifications necessary to support production use of the Toll Collection System, to include the following without limitation:

14.2.4.2.1. Patches

14.2.4.2.2. Software upgrades to most current version

14.2.4.2.3. COTS software upgrades within one version of the latest release

14.2.4.2.4. Toll Collection System software upgrades necessary to be compatible with COTS software upgrades

14.2.4.2.5. Software application functionality maintenance

14.2.4.2.6. Software error and anomaly diagnosis, and root analysis.

14.2.4.2.7. Configurable parameter modification

14.2.4.3. The Contractor shall submit any proposed software revisions to the COUNTY for review and approval in order to proceed with development work unless otherwise requested by the COUNTY Project Manager or designee.

14.2.4.4. A strict version control quality assurance system shall be maintained and utilized by the Contractor to provide the ability to track software versions including executables, configuration files, etc. and when they were in use at a particular time.

14.2.4.5. For additional requirements, see Sections 4 and 7 of this Statement of Work.

14.2.5. PREVENTIVE MAINTENANCE

14.2.5.1. The Preventive Maintenance program shall be submitted for review and approval by the COUNTY and shall be based on manufacturers' suggested procedures and performance intervals, Contractor's experience, and common sense.

14.2.5.2. As part of the Preventive Maintenance process, based on experience and analysis, the Contractor shall develop parameters to be used to identify, in the early stages, potential problems and actions to be taken to prevent those problems.

14.2.5.3. The Contractor shall maintain a schedule for the upcoming Preventive Maintenance activities on a monthly basis, for reporting in accordance with Section 14.7.2, below.

14.2.5.4. The Contractor shall keep the COUNTY staff advised of all major planned Preventive Maintenance activities that would affect customers, revenue, operations or facilities.

14.2.6. CORRECTIVE & EMERGENCY MAINTENANCE

14.2.6.1. The Contractor shall provide a Corrective and Emergency Maintenance program to ensure the continuous operations of all components of the System.

14.2.6.2. The MOMS shall be configured to directly alert maintenance technicians when failures occur.

14.2.6.3. The Contractor shall maintain an adequate staff of trained personnel to ensure that urgent repairs can be performed in a manner that will maintain the required performance levels indicated herein and in Appendix E.

14.2.6.4. The Contractor shall keep the COUNTY staff advised of all major planned Corrective Maintenance activities that would affect customers, revenue, operations or facilities.

14.2.6.5. The Contractor shall maintain an around-the-clock dispatching operation as a supplement to the MOMS alerts to handle service calls from the plaza or COUNTY personnel or their designee(s).

14.2.6.6. All major trouble calls received shall be immediately dispatched to assigned technicians.

14.2.6.7. Repairs that require a lane to be shut down or taken out of service shall be coordinated with the plaza manager or supervisor and the COUNTY.

14.2.6.8. As a part of corrective maintenance the Contractor will be allowed to utilize replacement items that shall have a design life commensurate with their function and original System requirements if approved by the COUNTY.

14.2.6.9. Alternatives may be used where these items may be shown as having equivalent or superior performance and life expectancy.

14.2.6.10. Prior to the use of any replacement item that was not part of the original System design, the Contractor shall first submit a comparative analysis of the original supplied item vs. its proposed alternative replacement to the COUNTY for approval.

14.2.6.11. The Contractor shall record, track and maintain a comprehensive history of Corrective Maintenance tasks and activities performed on the System, for reporting.

14.2.6.12. The Contractor shall conduct a statistical analysis the Contractor's performance relating to Response and Repair times, for reporting.

14.2.7. SUSTAINABLE SPARE PARTS INVENTORY MANAGEMENT

14.2.7.1. The Contractor shall effectively manage the Spare Parts Inventory for sustainability and to ensure that adequate supplies of necessary spare parts are available to meet the requirements for System maintenance.

14.2.7.2. For additional requirements, see Section 11, Equipment Inventory & Spare Parts, in this Statement of Work.

14.2.8. EXTRA WORK & INSTALLATION SUPPORT

14.2.8.1. The COUNTY from time to time may install new equipment, test vendor equipment and systems in the lanes, or add toll lanes and collection points.

14.2.8.2. The Contractor shall provide additional support to the COUNTY to perform some of these tasks.

14.2.8.3. When these tasks are outside the scope of the Contract for maintenance activity, the COUNTY will either, request a quote from the Contractor on performing the new/changed services with an appropriate credit for any deleted services, or request the Contractor to provide an estimate of hours by classification to complete the tasks.

14.2.8.4. For additional requirements, see Section 15 of this Statement of Work, Supplemental Work / Optional Services.

14.2.9. TESTING AFTER SYSTEM MODIFICATIONS OR REPAIRS

14.2.9.1. The Contractor shall conduct appropriate testing and verification of the System after any changes to the System, modifications or repairs.

14.3. SERVICE LEVEL REQUIREMENTS

14.3.1. GENERAL

14.3.1.1. The Contractor shall maintain the System at or above its performance level at Final System Acceptance for the term of this Contract.

14.3.1.2. For detailed requirements related to performance measures, maintenance service levels, and related liquidated and actual damages, see Appendix E, .

14.3.1.3. The Contractor shall meet acknowledgement, response and repair**s** times for all components of the Toll System as defined in Appendix E,

14.3.1.4. All maintenance personnel when on call shall be required to carry appropriate devices for communication and receipt of MOMS alarms and remote login to the System (e.g. cell phone, and laptop computer, etc.).

14.3.1.5. Supervisory personnel and managers are required to also carry a cell phone to ensure immediate and good lines of communications in times of emergency or need.

14.3.1.6. The Contractor shall prepare a Contractor Personnel Contact List with employee names and their associated cell phone numbers and submit it to the COUNTY as part of the Updated Maintenance Plan described in Section 14.4.1, below, and shall update that list any time there is a change.

14.3.1.7. The Contractor shall use MOMS to track all service calls and related maintenance tasks performed by Contractor's personnel.

14.3.1.8. Contractor maintenance personnel shall notify the Plaza Manager or Supervisor upon arrival at the plaza worksite.

14.3.2. ACKNOWLEDGEMENT & RESPONSE TIME REQUIREMENTS

14.3.2.1. The Contractor shall meet the specified response time requirements on a twenty-four (24) hours per day, seven (7) days a week basis as defined in Appendix E.

14.3.2.2. If these conditions cannot be met, the COUNTY shall be notified immediately.

14.3.2.2.1. Providing acknowledgement and/or notification does not excuse the Contractor from any damages associated with failure to meet these requirements.

14.3.2.3. Standard acknowledgement time for corrective maintenance shall be defined as the lapsed time between the time the Contractor is notified by either the COUNTY's MOMS or a human-induced alarm or telephone call, of a need for service, and the time the Contractor's technician acknowledges receipt of the work order.

14.3.2.3.1. The exact periods to be used to compute adherence to the standard may be reviewed prior to the execution of the Contract.

14.3.2.4. Standard response time for corrective maintenance shall be defined as the lapsed time between the time the Contractor is notified by either the COUNTY's MOMS or a human-induced alarm or telephone call, of a need for service, and the time the Contractor's technician arrives at the designated work site with the proper tools and spares to conduct the work.

14.3.2.4.1. The exact periods to be used to compute adherence to the standard may be reviewed prior to the execution of the Contract.

14.3.2.5. If the corrective maintenance issue can be addressed remotely rather than onsite, then the response time shall be defined as the elapsed time between the time the MOMS system notifies the Contractor of the need for service and the time the appropriate Contractor maintenance personnel logs into the System for corrective actions.

14.3.2.6. The COUNTY reserves the right to modify all recommended response times and will have the final approval of the response times for each of the failure types.

14.3.2.7. The Contractor shall provide sufficient maintenance staffing level for 24 hour/day Weekday (Monday through Friday) coverage, 24 hour/day Weekend coverage and 24 hour/day Holiday coverage so as to maintain the system at the levels described in Appendix E, Tables 2 and 3.

14.3.3. REPAIR TIME REQUIREMENTS

14.3.3.1. Repair time shall be defined as the elapsed time between the time of response and the time the issue is resolved and System is restored to service

as per requirements in Appendix E, Table 3.

14.3.3.2. Any time spent waiting for permission from the COUNTY staff to close a lane shall not be charged as repair time.

14.3.3.2.1. Wait time shall be noted in the MOMS.

14.3.3.3. The Technician shall log on to the MOMS subsystem using a device for remote access to the System such as a network attached computer (at a COUNTY facility) or other suitable device.

14.3.3.4. The Technician shall enter the arrival time into MOMS and notify the Plaza Manager or Supervisor of his arrival on the scene as well as his departure.

14.3.3.5. If the failure involves software and can be repaired by remotely accessing the System, then the technician shall enter into MOMS the “arrival” time when the System was accessed for the repair and then again when the work on the repair is complete.

14.3.3.6. Upon completion of the work, the Technician shall update the MOMS work order and communicate the result to appropriate staff on duty before leaving the work site.

14.3.3.7. The COUNTY shall be provided with summary information and a method to acknowledge the completion of the work item.

14.3.4. SYSTEM AVAILABILITY

14.3.4.1. The Contractor shall be required to maintain a System-wide availability level as described in Appendix E,

14.3.4.2. These levels of availability are set for twenty-four (24) hours per day, seven (7) days a week.

14.3.4.3. Failure to meet the stated levels may constitute a default under the Contract.

14.3.4.4. Preventive maintenance and equipment repair shall not affect or be included in the baseline availability calculations so long as equipment is repaired within the specified guaranteed repair time.

14.3.5. DAMAGES

14.3.5.1. Liquidated Damages are defined in Appendix E,

14.4. MAINTENANCE MANAGEMENT PLANS

14.4.1. MAINTENANCE PLAN

14.4.1.1. Contractor shall submit an updated detailed Maintenance Plan as part of the PDR and DDR, and at least 30 days prior to the SIETET.

14.4.1.2. The Maintenance Plan shall be updated annually and provided in an electronic format acceptable to the COUNTY.

14.4.1.3. The Maintenance Plan shall include, but not be limited to, the following topics:

14.4.1.3.1. Maintenance Management

14.4.1.3.2. Organization, Personnel and Staffing Plan

14.4.1.3.3. Subcontractor Activities and Controls

14.4.1.3.4. Preventive Maintenance Plan

14.4.1.3.5. Predictive Maintenance Plan

14.4.1.3.6. Corrective and Emergency Maintenance Plan and Procedures

14.4.1.3.7. Communications Plan

14.4.1.3.8. Maintenance Quality Assurance Plan

14.4.1.3.9. Use of MOMS

14.4.1.3.10. Reports

14.4.1.3.11. Reporting Procedures

14.4.1.3.12. Spare Parts Inventory procedures and controls

14.4.1.3.13. Security of COUNTY Equipment

14.4.1.3.14. Subcontracted Maintenance Services Procedures

14.4.1.4. The Maintenance Plan shall include a list of all equipment, tools and materials that will be required to carry out the required maintenance services.

14.4.1.5. The Maintenance Plan shall include a Contractor Personnel Contact List as described in Section 14.3.1, above.

14.4.1.6. The Maintenance Plan shall contain a complete schedule of proposed preventive maintenance procedures and time frames, and shall include reporting methods and systems to be used to administer the plan.

14.4.1.7. The Maintenance Plan shall describe the process to document / record System issues that are not automatically detected and recorded by the MOMS subsystem.

14.4.1.8. The Maintenance Plan shall describe how the Contractor will keep COUNTY staff advised of all major planned Preventive, Predictive and Corrective Maintenance activities.

14.4.1.9. The Contractor shall show how the System availability, response time and repair time requirements will be met.

14.4.1.10. The Corrective and Emergency Maintenance Plan shall include procedures for repair, communications, and reporting.

14.4.1.11. The Maintenance Plan shall provide specific details on the methodology and personnel requirements the Contractor will employ to provide an effective maintenance program.

14.4.1.12. The Maintenance Plan shall address the employment process for maintenance personnel and experience requirements.

14.4.1.13. The Maintenance Plan shall include for COUNTY approval, a description of the safeguards the Contractor has in place.

14.4.1.14. After approval by the COUNTY, the Maintenance Plan shall be adhered to through the entire term of the Contract.

14.4.1.15. Based on actual operational experience and recommendations from the Contractor, the COUNTY may require revisions to the Maintenance Plan to ensure that the System functions properly and always reflects current requirements.

14.4.1.16. The Contractor shall make and adhere to such revisions.

14.4.2. MAINTENANCE QUALITY ASSURANCE PLAN

14.4.2.1. The Contractor shall maintain a Maintenance Quality Assurance Plan as part of the Maintenance Plan.

14.4.2.2. The Contractor shall submit updates that reflect QA measures developed and/or implemented under the Maintenance Contract.

14.4.2.3. The Contractor shall show how the work of the technicians will be evaluated and how training will be provided both initially and as an on-going component.

14.5. MAINTENANCE RESOURCE REQUIREMENTS

14.5.1. MAINTENANCE PERSONNEL

14.5.1.1. The Contractor shall maintain available field maintenance staff, consisting of an adequate number of qualified technicians, supervisors, and managers to effectively maintain the System on a twenty-four (24) hours per day, seven (7) days per week from an remote or on site basis in a manner that will maintain the required performance levels indicated herein and in Appendix E.

14.5.1.2. The employment process for maintenance personnel shall be as detailed in the Maintenance Plan.

14.5.1.3. The experience requirements for each category of maintenance technician and supervisor shall be as detailed in the Maintenance Plan.

14.5.1.4. All maintenance personnel shall be covered by fidelity insurance.

14.5.1.5. All management and supervisory personnel shall be approved by the COUNTY.

14.5.1.6. All maintenance personnel shall undergo background checks in accordance with the Contractor's policies.

14.5.1.7. The Contractor shall regularly evaluate employees based on the Contractor's internal criteria and certify that they are all covered by fidelity insurance.

14.5.1.8. Only Contractor's personnel on the list may have access to COUNTY systems and facilities.

14.5.1.9. The Contractor's Project Manager and a Maintenance Liaison Leader shall be available for the duration of the Contract to be on-site in the Pensacola area as necessary to ensure that the Toll System is maintained in a manner to meet the required performance levels indicated herein and in Appendix E.

14.5.1.10. The field maintenance personnel shall have the necessary technical qualifications and previous experience servicing toll collection equipment or equipment similar in nature to the System equipment and to fulfill the maintenance obligations on the Toll System Replacement Project.

14.5.1.11. The maintenance personnel collectively shall be familiar with all hardware diagnostic routines, the use of the test equipment, trouble shooting, database administration, software diagnostics, etc.

14.5.1.12. The Contractor shall be responsible for the planning, control, training, location and number of maintenance personnel required to meet the requirements of the maintenance services.

14.5.1.13. All field maintenance personnel shall be neatly and uniformly attired.

14.5.1.14. The Contractor's personnel who have been granted routine access to the COUNTY facilities shall have a COUNTY-issued access card in accordance with the COUNTY requirements.

14.5.1.15. The Contractor shall provide each employee with a Contractor laminated identification badge that shall be visible at all times.

14.5.1.16. The identification badge shall include at a minimum, the following information:

14.5.1.16.1. Contractor's company name

14.5.1.16.2. Name of the employee

14.5.1.16.3. Passport size recent photo

14.5.1.16.4. Job title

14.5.1.16.5. Date badge issued

14.5.1.16.6. Expiration date of the badge

14.5.1.17. The term of the badge shall not extend any longer than 1 year from the issue date.

14.5.1.18. The Contractor shall keep and maintain time sheets on which Key Personnel shall keep detailed time entries of their work, separated into maintenance and development, and further separated by date and project.

14.5.1.19. The Contractor shall provide personnel time sheet records to the COUNTY upon request.

14.5.2. MAINTENANCE EQUIPMENT

14.5.2.1. The Contractor shall provide all equipment and tools necessary for its maintenance personnel to provide the maintenance services.

14.5.2.2. The appropriate maintenance equipment shall include cellular phones, maintenance vehicles stocked with appropriate tools, test equipment and spare parts.

14.5.2.3. Maintenance vehicles shall have the Contractor's or subcontractor's logo or other form of identification clearly displayed on each vehicle.

14.5.2.4. Upon request the Contractor shall provide the COUNTY with access to this system and records of vehicle activity.

14.5.2.5. The Contractor shall ensure that the Maintenance Workshop / Maintenance Depot is adequately supplied with tools, test simulators and equipment to facilitate the repair, testing, and maintenance of all Toll System Replacement Project equipment.

14.5.2.6. The Contractor shall provide a Maintenance Equipment List of all major items, tools, and equipment necessary for diagnosis, repair, testing, and corrective and preventive maintenance of the System to the COUNTY upon request.

14.5.2.6.1. This list shall describe the specific function of each device, and the approximate quantity required for a comprehensive and effective maintenance program.

14.5.2.7. Equipment for Maintenance on Overhead Equipment

14.5.2.7.1. The Contractor shall maintain adequate and dedicated equipment needed to access and maintain the overhead equipment mounted on toll plaza canopies, etc., including the following without limitation:

14.5.2.7.1.1. Bucket/Lift truck(s)as needed

14.5.2.7.1.2. Vehicles

14.5.2.7.1.3. Tools

14.5.2.7.1.4. Any other portable equipment necessary for such work

14.5.3. MAINTENANCE OF TRAINING EQUIPMENT

14.5.3.1. The Contractor shall provide all necessary maintenance to ensure the proper operation of all Contractor-provided training equipment.

14.5.4. MAINTENANCE FACILITIES – MAINTENANCE DEPOT & SPARE PARTS WAREHOUSE

14.5.4.1. The Contractor shall provide its own Maintenance Depot facilities and inventory storage.

14.5.4.2. The Contractor's Maintenance Depot facilities and Spare Parts Warehouse shall be available at all times without prior notification for inspection and inventory by the COUNTY.

14.5.4.3. The Contractor's Maintenance Depot facility shall be co-located with the Spare Parts Warehouse as provided in Section 11.4.2, Maintenance Depot /Spare Parts Warehouse.

14.5.4.4. The Maintenance Depot / Warehouse facility shall be located with convenient access to the Toll System sites such that the System is maintained in a manner that will meet or exceed the required performance levels indicated herein and in Appendix E.

14.5.4.4.1. The Contractor shall be responsible for identifying potential sites and costs for COUNTY approval of the final location.

14.5.4.4.2. The COUNTY has the right to approve or disapprove the location of the warehouse.

14.5.4.5. The Contractor is responsible to obtain and maintain a lease for the necessary warehouse with the lease rate to include all necessary build-out.

14.5.4.6. See Section 11.3.6, Security, Loss Protection & Insurance for Parts & Equipment Inventory, in this Statement of Work.

14.5.4.7. The Contractor Maintenance Depot facility shall have sufficient workspace to house all required maintenance equipment, including vehicles; provide an effective working environment for the Contractor's personnel; and shall be conducive to performance of Contractor maintenance services.

14.5.4.8. The Contractor shall develop, install and operate a Test Area for use by maintenance personnel in the workshop.

14.5.4.9. The Test Area shall include cables and all necessary equipment to appropriately test all System equipment.

14.5.4.10. The Contractor's workshop shall contain a test lane that can be set up to simulate a manual toll collection lane, and a dedicated AVI lane.

14.5.4.11. The Contractor shall be required to simulate the COUNTY's lane configurations and ensure that proper testing shall be provided.

14.5.4.12. When testing involves a software change, the Contractor shall ensure that the testing is properly performed in accordance with a COUNTY-approved test plan to the extent that the lane equipment performs normally when the software installation is completed.

14.5.4.13. To ensure that the lane equipment is functioning normally, the maintenance personnel shall operate the standard diagnostic programs for lane equipment and communications with higher-level devices (i.e. Toll Host Computer, and Plaza Computer, CSC Computer, etc.).

14.5.4.14. The Contractor's Maintenance Liaison Leader's Office shall be located at the Contractor's Maintenance Depot.

14.5.4.15. The Maintenance Liaison Leader's office shall be equipped by the Contractor to effectively perform the maintenance services.

14.5.5. SECURITY OF COUNTY EQUIPMENT

14.5.5.1. The Contractor shall provide a secure, suitable environment for COUNTY equipment and materials, including but not limited to spares and repair parts (collectively, "Equipment").

14.5.5.2. See Section 14.4.1 for Maintenance Plan requirements.

14.5.5.3. See Section 11.3.6, Security, Loss Protection & Insurance for Parts & Equipment Inventory, in this Statement of Work.

14.5.6. LICENSES & SUPPORT RENEWALS

14.5.6.1. Any purchase of licenses or support renewals in the COUNTY's name shall be pre-approved by the COUNTY.

14.5.6.2. The Contractor shall submit complete documentation of proposed licenses and support renewals for COUNTY approval at least 15 business days prior to scheduled purchase.

14.5.6.3. Upon inquiry, the Contractor shall advise the COUNTY on the status of licenses and support renewals.

14.5.6.4. Contractor shall ensure appropriate and timely renewals for licenses and support.

14.5.6.5. Any late fees, damages, or penalties incurred by either party due to the Contractor's acts or omissions relating to the license and support process shall be the sole responsibility of the Contractor.

14.6. MAINTENANCE DOCUMENTATION

14.6.1.1. System Documentation for Maintenance - Drawings, Manuals, Etc.

14.6.1.1.1. All System documentation shall be updated to ensure that it reflects System modifications, and submitted no more than 30 days after the Hardware Warranty Period.

14.6.1.2. Library

14.6.1.2.1. The Contractor shall keep and maintain up-to-date from the start of Maintenance Services at the depot one full set of all toll System documentation in electronic format, including as-built drawings, maintenance and service manuals, computer manuals, training manuals, software documentation, spare parts lists and other data pertinent to the provision of the required maintenance services.

14.6.1.2.2. The Contractor shall provide to the COUNTY from the start of Maintenance Services one full set of all toll System documentation with updates in electronic format, including without limitation, as-built drawings, maintenance and service manuals, computer manuals, training manuals, software documentation, spare parts lists and other data pertinent to the provision of the required maintenance services.

14.7. MAINTENANCE ACTIVITY RECORDS & REPORTING

14.7.1. MAINTENANCE ACTIVITY LOGS & RECORDS

14.7.1.1. The Contractor shall maintain from the start of Maintenance Services current, accurate and complete records for all System Maintenance work (hardware and software) including those activities undertaken by the Contractor in connection with the Toll System Replacement Project utilizing the MOMS subsystem.

14.7.1.2. All such records of preventive, predictive, corrective and emergency maintenance shall be accessible to the COUNTY through the MOMS at any time at a minimum weekly or as otherwise requested.

14.7.1.3. The COUNTY reserves the right to visit any Contractor's office to review maintenance records related to the Project.

14.7.1.4. The records shall be organized and managed by MOMS in a way that allows easy and timely retrieval in electronic form by the COUNTY at any time.

14.7.1.5. All records are the property of the COUNTY and as such the COUNTY has the right to review and retrieve data and records at any time, in electronic or hard copy.

14.7.1.6. All records shall be subject to the COUNTY and State records retention requirements. See Appendix G.

14.7.1.7. In addition, the COUNTY shall have direct access to the Contractor's MOMS database and application.

14.7.2. MAINTENANCE REPORTING

14.7.2.1. The Contractor shall communicate with the COUNTY on activities being undertaken, progress being made, statistical analysis, recommendations, potential problem areas, and other timely topics. Communication can and should occur in many forms, including without limitation, those described below.

14.7.2.2. The Contractor shall provide the COUNTY with full access to the MOMS system at any time.

14.7.2.3. The Contractor shall also provide a real-time notification of maintenance events.

14.7.2.3.1. The type of event and method of notification shall be configurable as requested by the COUNTY.

14.7.2.4. It is of the utmost importance that the COUNTY receive regular periodic reports to document the status of the System and the work of the Contractor.

14.7.2.5. System Performance Report - Weekly

14.7.2.5.1. The Contractor shall compile and submit a weekly report including a description of System health, communications links load / capacity, component performance, and planned maintenance services.

14.7.2.6. System Performance Report - Monthly

14.7.2.6.1. The Contractor shall compile and submit with the monthly invoice, a monthly report to the COUNTY that summarizes the performance for each System/subsystem developed for the Toll System Replacement Project.

14.7.2.6.2. The report shall state all maintenance activities undertaken in the previous month and provide details of the spare items that have been used.

14.7.2.6.3. This report shall be submitted with the monthly Contractor invoice for maintenance activities.

14.7.2.7. Preventive Maintenance Report – On-Demand

14.7.2.7.1. The Contractor shall also make available to the COUNTY on-demand through the MOMS a report of current Preventive Maintenance activities.

14.7.2.8. Preventive Maintenance Report - Monthly

14.7.2.8.1. The Contractor shall also provide a schedule for the upcoming preventive maintenance activities on a monthly basis.

14.7.2.8.2. The Contractor shall submit a monthly report on the Preventive Maintenance Activities to include a comparison of scheduled versus actual preventive maintenance activities and any appropriate statistical analysis as described in Section 14.2.6, above.

14.7.2.9. Predictive Maintenance Report - Annual

14.7.2.9.1. The Contractor shall provide, at a minimum, an annual report to inform the COUNTY of the status of the major components of the System.

14.7.2.10. Corrective & Emergency Maintenance Report - Monthly

14.7.2.10.1. Contractor shall provide a monthly Corrective Maintenance Report showing activities undertaken, and statistical analysis including average Response and Repair Times as described in Section 14.3 Service Level Requirements, above.

14.7.2.11. Corrective & Emergency Maintenance Report - Annual

14.7.2.11.1. The Contractor shall provide an annual report on the comprehensive history and statistical analysis of maintenance tasks performed on the System, and the Contractor's performance relating to Response and Repair times as described in Section 14.3 Service Level Requirements, above.

14.7.2.12. For

14.7.2.13. Employee Fidelity Insurance Certification - Annual

14.7.2.13.1. The Contractor shall provide to the COUNTY its annual Employee Fidelity Insurance Certification.

14.7.2.13.2. The Contractor shall submit a report annually that shows a list of employees that have passed the Contractor's internal criteria and a certification that they are all covered by fidelity insurance.

14.7.2.13.3. The report shall be updated and submitted during the year any time an employee is added to the work force.

14.7.2.14. Background Checks & Drug-Testing Updates for Contractor personnel.

14.7.2.14.1. Upon COUNTY request, the Contractor shall submit periodic updates for any Contractor project personnel background checks or drug testing that occurred during the reporting period.

15. SUPPLEMENTAL WORK / OPTIONAL SERVICES

15.1. GENERAL

15.1.1.1. The COUNTY from time to time may procure and install new equipment, test vendor equipment and systems in the lanes, or add toll lanes and collection points.

15.1.1.2. The COUNTY may also from time to time need to reconfigure plaza lanes and the Contractor will be required to change the various lane configurations.

15.1.1.3. The Contractor may be required to perform work related to the support, engineering, maintenance (including emergency maintenance), modifications, growth and enhancement of all toll technologies owned and/or operated by the COUNTY or other authorized entity.

15.1.1.4. This work shall be considered Supplemental Work and may include, but not be limited to, the following:

15.1.1.4.1. Design

15.1.1.4.2. Software development

15.1.1.4.3. Infrastructure engineering

15.1.1.4.4. Engineering analysis

15.1.1.4.5. Procurement of hardware

15.1.1.4.6. Procurement of software

15.1.1.4.7. Testing

15.1.1.4.8. Fabrication

15.1.1.4.9. Prototype programs

15.1.1.4.10. Data collection activities

15.1.1.4.11. Installation

15.1.1.4.12. Reporting and documentation

15.1.1.5. New System features and enhancements shall be performed as Supplemental Work.

15.1.1.6. All Terms, Conditions and other technical and non-technical requirements of the Contract shall apply to any Supplemental Work unless / except as provided in the applicable Supplemental Agreement. Such requirements include the following without limitation:

15.1.1.6.1. Program Management

15.1.1.6.2. Quality Assurance

15.1.1.6.3. System Design & Development

15.1.1.6.4. Documentation

15.1.1.6.5. Integration & Installation

15.1.1.6.6. Testing and Acceptance

15.1.1.6.7. Training

15.1.1.6.8. Warranty

15.1.1.6.9. Maintenance

15.1.1.7. The COUNTY reserves the right at its sole discretion to acquire services as described in this Section from a third-party source.

15.1.1.8. The Contractor shall comply with the change control process and requirements as described in Section 4.2 of this Statement of Work.

15.1.1.9. New enhancements or changes to the System shall be delivered to all applicable elements of the System including without limitation, training system, testing systems, etc.

15.2. NEED & AUTHORIZATION

15.2.1.1. The need for Supplemental Work may be recognized by the COUNTY or other applicable entity, or through recommendations from the Contractor.

15.2.1.2. Upon recognition of the need by the Contractor, if the Contractor proposes changes, the Contractor shall submit a Needs Report to the COUNTY's Project Manager outlining the existing condition, the proposed change(s), and the condition of the System after implementing the change, costs estimates, a Work Plan and schedule for COUNTY approval.

15.2.1.3. The COUNTY will verify budgetary allocations for Supplemental Work prior to approval.

15.2.1.4. When these tasks are outside the scope of the Maintenance services, the COUNTY will request either of the following from the Contractor:

15.2.1.4.1. A price quote from the Contractor on performing the new/changed services with an appropriate credit for any deleted services

15.2.1.4.2. An estimate of hours by classification to complete the tasks on a time-and-materials basis.

15.2.1.5. The Contractor shall provide a Price Proposal upon request of the COUNTY based on the pay items established in the Contract

15.2.1.6. The Contractor shall prepare a Scope of Work and services for such requests that shall include a list of resources and costs involved.

15.2.1.7. The resources shall not include personnel dedicated to the normal support and maintenance efforts covered under this Contract unless prior approval is obtained by the Contractor from the COUNTY.

15.2.1.8. The COUNTY may require a Performance and Payment Bond from the Contractor for Supplemental Work.

15.2.1.9. The COUNTY will, upon approval of the Scope of Work and Services, issue a Notice to Proceed (NTP) to the Contractor authorizing the performance of the work.

15.2.1.10. Such NTP shall indicate that authorization has been received from the COUNTY as to availability of funds.

15.2.1.11. No work shall commence on Supplemental Work until an NTP has been issued by the COUNTY to the Contractor.

15.2.1.12. The COUNTY reserves the right to suspend work on any Supplemental Work at no cost or penalty to the COUNTY.

15.2.1.13. Costs for such work shall be based on negotiated lump sum or labor rates.

15.2.1.14. Unless otherwise agreed to in advance, all processes, standards and applicable codes, testing methodologies, and quality management, installation, maintenance, and warranty periods defined herein apply to any Supplemental Work performed by the Contractor.

15.3. SOFTWARE SUPPLEMENTAL WORK

15.3.1.1. The COUNTY may elect to use the Contractor to provide work related to future or existing toll collection system software: for all work; some of the work; or, none of the work.

15.3.1.2. The Contractor shall follow accepted industry standards and practices for code development as defined herein and the Contractor shall comply with all related the COUNTY coding standards, policies, and procedures.

15.3.1.3. The Contractor shall support the COUNTY and any third party contractor engaged in any software work.

15.3.1.4. All new System features, changes, modifications and enhancements shall be defined as software functionality and requirements not already defined in the Toll System Contract.

15.3.1.5. Any changes / modifications / enhancements performed by the Contractor shall adhere to the following software requirements without limitation:

15.3.1.5.1. Support the testing of third party changes and products including software code and hardware

15.3.1.5.2. Use COUNTY-approved standard message structure

15.3.1.5.3. Follow COUNTY-approved software control procedures and coding standards.

15.3.1.5.4. Follow all existing and future COUNTY procedures in Section 4.2 related to software development, change control process, testing, documentation, installation (deployment of the code to lanes or systems components), operation and maintenance, and Incident reporting procedures.

15.3.1.5.5. Develop all testing documentation and testing scenarios in accordance with the Master Test Plan, and submit them to the COUNTY for approval in accordance with the approved Work Plan and Schedule for the Supplemental Work.

15.3.1.5.6. Conduct testing in accordance with the approved Work Plan Supplemental Work and as required by the COUNTY.

15.3.1.5.7. Code shall be documented in accordance with documentation standards defined herein.

15.3.1.5.8. Any scripting language or command language files that are necessary to support or manage the targeted software module or process shall be resident in the code repository, as well as documentation of all software versions and any dependencies.

15.3.1.5.9. The designated code repository for the COUNTY will be the only source for software builds; therefore, any and all code, compiled or interpreted, third party or customized test or production, shall be resident in the repository.

15.3.1.5.10. Develop or update all user manuals and other appropriate documentation and submit to the COUNTY for approval in accordance with the approved Work Plan and Schedule for the Supplemental Work.

15.3.1.5.11. Installation of new software shall be done at a time that is least disruptive to internal users and customers.

15.3.1.5.12. Installation of new Software requires COUNTY approval.

15.4. HARDWARE, EQUIPMENT & MATERIALS FOR SUPPLEMENTAL WORK

15.4.1. HARDWARE, EQUIPMENT & MATERIALS

15.4.1.1. Upon authorization of a task requiring equipment and/or material for a Supplemental Work the Contractor shall submit to the COUNTY's Representative, for approval, complete lists of all materials, fixtures, equipment, appliances and accessories to be incorporated into the work, together with the manufacturer's name, address, costs, catalog numbers, trade names, ratings, capacities and a full description of them, prior to the articles being purchased.

15.4.1.2. The Contractor shall submit representative samples of the materials, fixtures, equipment, appliances and accessories that the Contractor intends to use for approval, whenever indicated or directed by the COUNTY.

15.4.1.3. Whenever materials, fixtures, equipment, appliances or accessories from previously approved sources of supply fail to perform as specified, the Contractor shall furnish satisfactory items from other approved sources.

15.4.1.4. Once obtained or procured, the Contractor shall enter any and all new elements into MOMS.

15.4.1.5. The Contractor shall document results of tests made during the manufacture and/or production of materials when new materials are added to the System and make available to the COUNTY.

15.4.1.6. Inspections and tests made at points other than the point of incorporation into the work shall not be considered as a guarantee of acceptance of any material or item.

15.4.1.7. A continued acceptance of materials or items, presumed to be similar to that upon which inspection and tests have been made, shall not be assumed.

15.4.1.8. Inspection and tests made by the COUNTY shall not relieve the Contractor or its suppliers or manufacturers of responsibility for quality control.

15.4.1.9. The Contractor shall also furnish such other detailed information, including drawings, regarding the various items upon request by the COUNTY or its designee.

15.4.1.10. A component part common to equipment or System units shall be the product of the same manufacturer unless otherwise approved by the COUNTY or its designee.

15.4.1.11. The Contractor shall be responsible for and guarantee all components, parts and materials provided for the Supplemental Work.

15.4.1.12. All material, equipment and supplies shall comply with the applicable standards and codes defined in this Statement of Work.

15.4.1.13. All materials, fixtures, equipment, appliances, accessories and components that are not in accordance with the specific standards and requirements will be rejected, unless otherwise approved by the COUNTY or its designee.

15.5. INSTALLATION SERVICES

15.5.1.1. All installation work required under these provisions shall be performed by skilled employees of the proper trades to the satisfaction of the COUNTY's Representative and any other authorities having jurisdiction over the particular type of work involved.

15.5.1.2. Electrical installations shall meet the requirements of all applicable codes and standards.

15.5.1.3. The Contractor shall be responsible for work of materials, equipment, fixtures and accessories and shall support the permitting process in accordance with Section 8.1.2, above.

15.6. FINAL ACCEPTANCE FOR SUPPLEMENTAL WORK

15.6.1.1. Upon completion of any Supplemental Work, the Contractor and the the COUNTY Project Manager shall perform a final inspection of the completed work.

15.6.1.2. Final Acceptance Criteria shall be developed by the Contractor and submitted to the COUNTY for comments/approval in accordance with the approved Work Plan and schedule for the Supplemental Work.

15.6.1.3. The Contractor shall have successfully completed all required acceptance testing in accordance with Section 9, as well as the COUNTY-approved test plans and other test documents for the Supplemental Work.

15.6.1.4. The Contractor, under the direction of the COUNTY designated representative, shall develop a punch list of all items not in compliance with the Contract documents.

15.6.1.5. The Contractor shall have thirty (30) calendar days from receipt of written notice to complete, repair, modify, or replace all items specified on the punch list, at no extra cost to the COUNTY.

15.6.1.6. When, upon final inspection by the COUNTY, the work for a special project is found to be completed satisfactorily, the COUNTY will give the Contractor written notice of acceptance of the work.

15.6.1.7. All Supplemental Work, upon acceptance, shall be provided with the same warranty and support terms as the base Contract.

Part V **System Requirements**

Bob Sikes Bridge

Toll System Upgrade Project

PD 14-15.030

Request for Proposals

Version 1.0

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0. GENERAL SYSTEM

0.1. GENERAL

0.1.1. SCOPE OF THIS SECTION

0.1.1.1. The requirements described in this section apply globally to the entire System.

0.1.2. SYSTEM OVERVIEW

The Toll Collection System is an integration of subsystems that will be operated by the COUNTY, and interfaced to the systems of a third-party services provider(s) such as Florida's Turnpike Enterprise or the future Florida Centralized Customer Service System (CCSS) or equivalent.

The subsystems include in-lane toll equipment, toll Plaza subsystem / Toll Host subsystem (which could be either separated or combined); credit/debit card processing, back office toll account management and transponder inventory for COUNTY-hosted toll accounts, image processing subsystem (future capability); local back-office payment processing and account maintenance for COUNTY-hosted time-based (e.g. annual) Toll Passes; external interfaces with external third-party back office subsystems that will provide payment processing (and optional image processing) for electronic tolling from remotely-hosted toll accounts, post-paid invoiced tolling (e.g. Toll-By-Plate, Unpaid Toll Notices, etc.) payment, future collections and toll enforcement activities.

Note that for the purposes of this document, the System functionality is discussed in terms of three (3) functional levels, i.e. Lane, Plaza and Toll Host. However, the COUNTY would consider proposals that combine the Plaza and Toll Host together into a single Plaza/Host level, for an overall two-level system architecture.

0.1.3. SYSTEM ARCHITECTURE CONCEPT

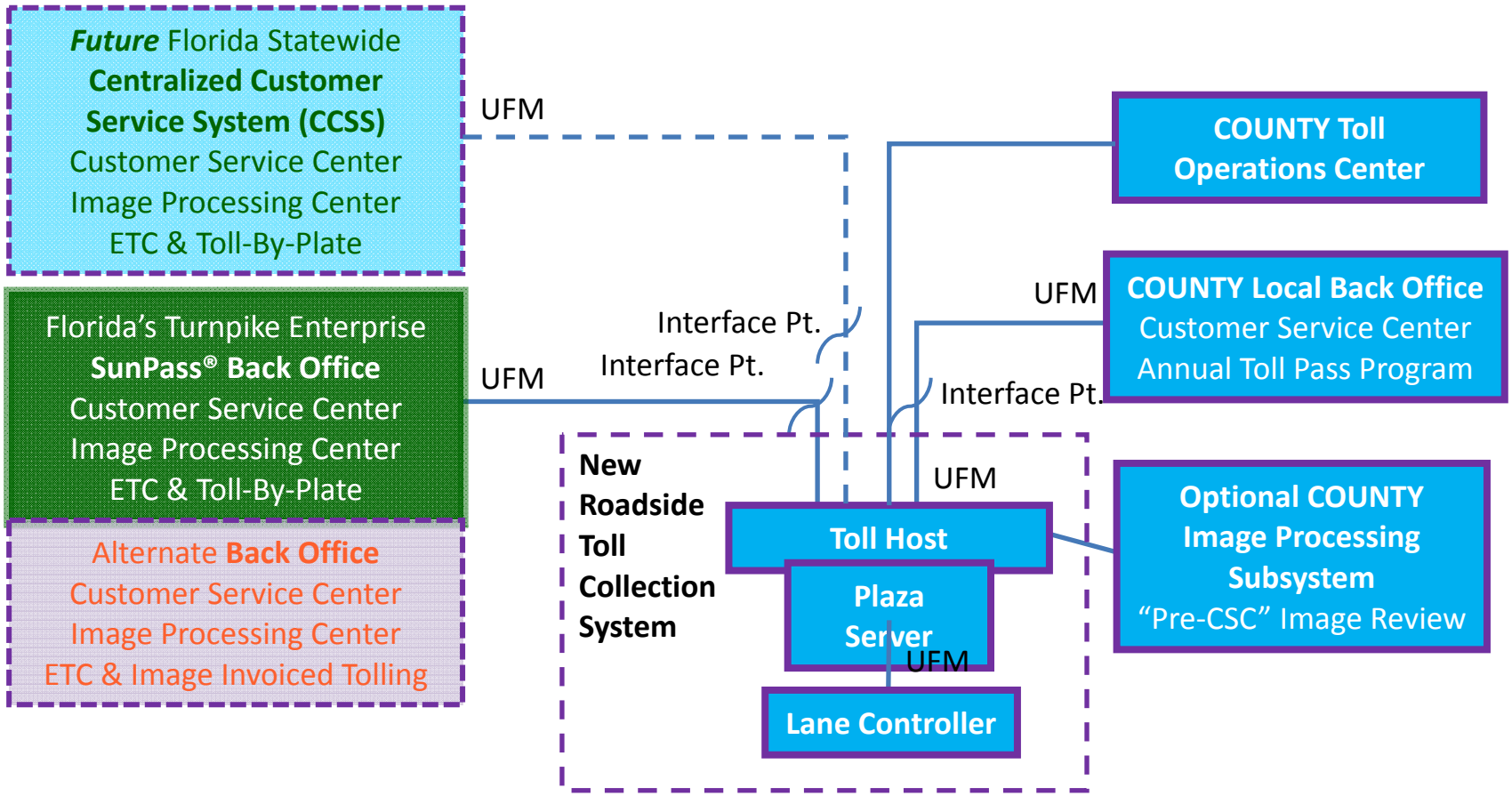
0.1.3.1. General

The Toll System Architecture is defined to consist of the following major elements:

- Roadside Toll Collection Subsystem (RTCS)
- Back Office Toll Account Hosting & Customer Service Center Subsystem (BOS/CSC) supporting the COUNTY Toll Pass program operations and administration
- Back Office Image Processing Subsystem (BOS/IPS) (future)
- Interface to external Back Office Subsystem (3rd-Party BOS) supporting ETC toll payment and hosted by a third-party toll payment processing services provider (SunPass® or other Florida ETC compatible toll system)
- Local Toll Operations Center (TollOC) Access

A conceptual diagram of the various components, interfaces and relationships within the toll collection System is shown in Figure IV.01.01 - Tolling System High-Level Architecture Concept. The details of the design would depend on the system integrator selected.

0.1.3.2. Figure IV.01.01 - Tolling System High-Level Architecture Concept



The toll collection System will be an integration of subsystems; some of which would be operated by the COUNTY and some outsourced to a third-party services provider.

The new Toll Collection System (the System) includes the following major elements:

- Roadside Toll Collection Subsystem for cash, credit/debit card and electronic toll collection with individual Lane, Plaza and Toll Host elements; or with Lane elements and combination Plaza/Host element
- Image Processing Subsystem - Lane level and future back office elements (for identifying customers not paying the toll with cash or transponder-based toll account)
- Back Office Subsystem with COUNTY Local Customer Service Center (CSC) for hosting COUNTY-hosted Annual Toll Pass accounts and managing the COUNTY's inventory of transponders.
- Back Office Subsystem and CSC for collections, toll payment processing and toll enforcement.
- Maintenance Online Management Subsystem (MOMS)

Although these requirements separately define the System requirements for the Plaza and Toll Host functionality, the COUNTY would consider the following alternative options:

- Separately locating the Plaza environment at the Bob Sikes Bridge Toll Plaza, and the Toll Host environment at the COUNTY Central Office Complex in Pensacola, or
- Combining the Plaza and Toll Host into one environment physically located at the Bob Sikes Bridge Toll Plaza

The new System will also be designed and equipped with external interfaces to integrate in the future with the third-party back office subsystems such as the SunPass® CSC and Image-Violation Processing Center (VPC) that would provide payment processing (and optional image processing) for electronic toll collection, post-paid invoiced tolling (e.g. Toll-By-Plate) payment, collection and enforcement activities. Ultimately, the current SunPass® CSC/VPC may be phased out, and the System will have an external interface with the future Centralized Customer Service System (CCSS) for the state of Florida.

The Contractor shall be responsible for ensuring a seamless migration from the Legacy toll system to the new System such that impact to operations is minimal and data and revenues are protected throughout the transition and after the implementation of the new System is completed.

0.2. SYSTEM CONCEPT

0.2.1. SYSTEM CONCEPTUAL ARCHITECTURE

0.2.1.1. The replacement Toll Collection System shall encompass the entire System from the in-lane devices, to the Lane Controller hardware and software, to the Plaza/Host (or separate Plaza and Toll Host), for all lanes and plazas with certain exceptions as noted later in the document.

0.2.1.2. The Plaza Subsystem shall consist of a Plaza computer interfacing with toll lanes and the Toll Host.

0.2.1.3. The Plaza subsystem shall provide for single-lane channelized-flow toll lanes supporting both cash and electronic toll collection (transponder and image-based vehicle identification)

0.2.1.4. All lanes shall be configured to collect tolls in any combination of, or all of the following payment modes:

0.2.1.4.1.1. AVI/Cash/PC (Payment card)/License Plate-based toll collection

0.2.1.4.2. All lanes shall be configured to collect tolls in any combination of, or all of the following operational modes:

0.2.1.4.2.1. Dedicated AVI - Transponder AVI + with or without license-plate based toll collection with or without attended Cash/PC/UPCT, and with or without gate operations.

0.2.1.4.2.2. Attended MLT/AVI (Cash/PC Manual + Transponder AVI + with or without license plate-based toll collection, and with or without gate operations.)

0.2.1.4.2.3. Unattended UPCT/AVI (Payment Card Terminal + Transponder AVI + with or without license plate-based toll collection, and with or without gate operations.)

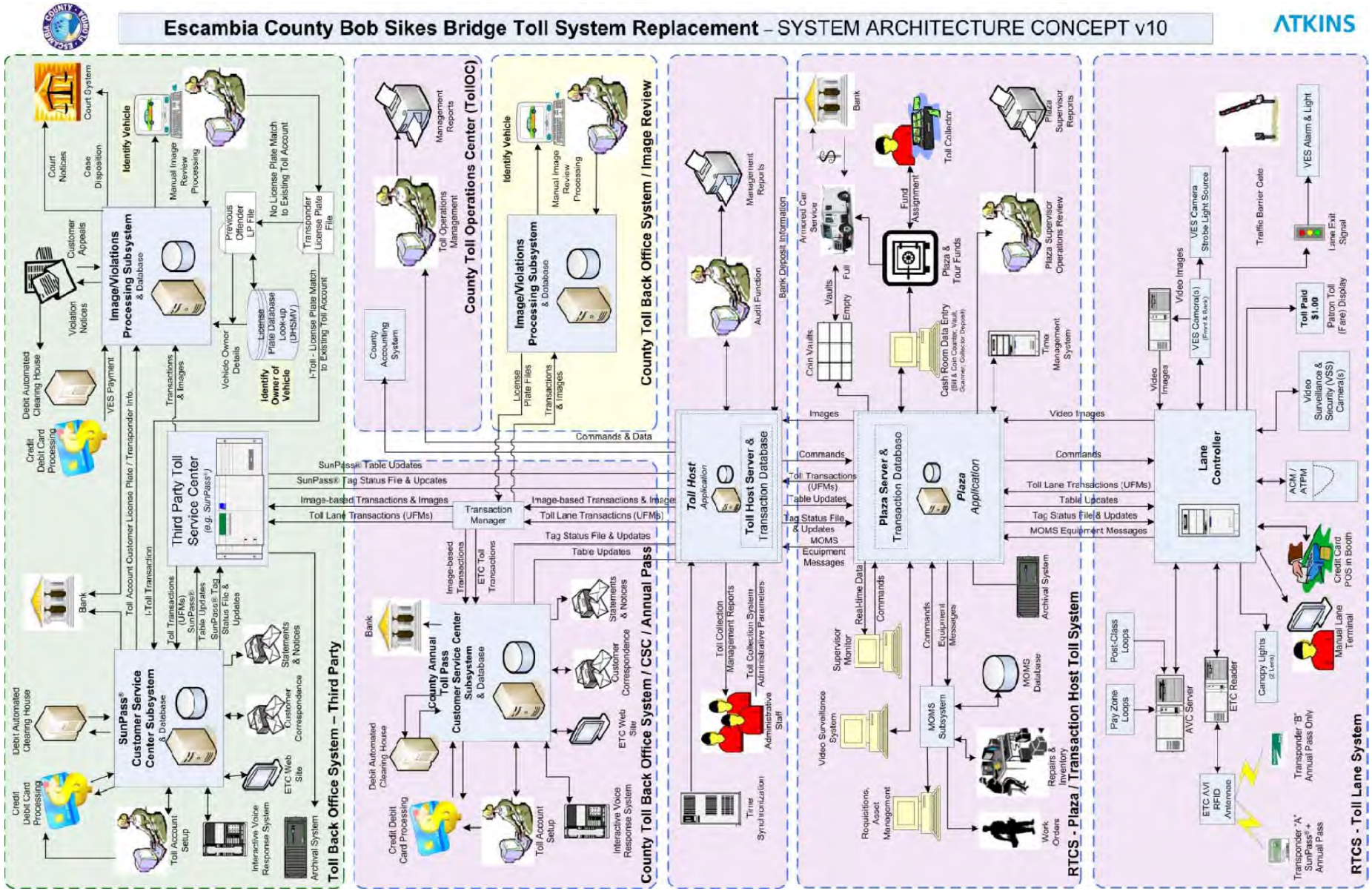
0.2.1.4.2.4. Mixed mode MLT/UPCT/AVI (Cash-Manual + Unattended Payment Card Terminal + Transponder AVI + with or without license plate-based toll collection, and with or without gate operations.)

0.2.1.5. The Back Office Image Processing Subsystem and (CSC) Subsystem for hosting and maintaining COUNTY Toll Pass accounts will internally interface directly with the Plaza/Host (or Toll Host).

0.2.1.6. The Plaza/Host (or Toll Host) will be equipped with external interfaces to the Florida's Turnpike Enterprise (FTE) SunPass System and also the future Florida Centralized Customer Service System (CCSS) or equivalent. These external interfaces will enable data transfer via contractor-provided web

services messages for payment processing from 3rd-Party-hosted SunPass/license plate-based toll accounts and for image processing for Image tolling for SunPass toll accounts, violation processing, Toll-by-Plate collections, and toll enforcement.

Figure IV.02.01, below, illustrates the Conceptual System Architecture and is provided for information only.


Escambia County Bob Sikes Bridge Toll System Replacement – SYSTEM ARCHITECTURE CONCEPT v10
ATKINS
Toll Back Office System – Third Party
County Toll Operations Center (TollOC)
County Toll Back Office System / Image Review
County Toll Back Office System / CSC / Annual Pass
RTCS - Plaza / Transaction Host Toll System
RTCS - Toll Lane System
Image/Violations Processing Subsystem & Database
SunPass® Customer Service Center Subsystem & Database
Third Party Toll Service Center (e.g. SunPass®)
County Annual Toll Pass Customer Service Center Subsystem & Database
Transaction Manager
Toll Host Application
Toll Host Server & Transaction Database
Plaza Server & Transaction Database
Plaza Application
Lane Controller
Commands & Data
Image-based Transactions & Images
Toll Lane Transactions (UFMs)
Tag Status File & Updates
Table Updates
Toll Account Customer License Plate / Transponder Info.
I-Toll Transaction
Toll Account Setup
Interactive Voice Response System
Archival System
ETC Web Site
Customer Correspondence
Statements & Notices
Debit Automated Clearing House
Credit Debit Card Processing
Bank
Court System
Court Notices
Case Disposition
Customer Appeals
Violation Notices
VES Payment
Identify Vehicle
Manual Image Review Processing
Previous Offender LP File
No License Plate Match to Existing Toll Account
Transponder License Plate File
License Plate Database Look-up (DHSMV)
Vehicle Owner Details
Identify Owner of Vehicle
I-Toll - License Plate Match to Existing Toll Account
Management Reports
Toll Operations Management
County Accounting System
License Plate Files
Transactions & Images
Toll Collection Management Reports
Toll Collection System Administrative Parameters
Administrative Staff
Time Synchronization
Audit Function
Bank Deposit Information
Armored Car Service
Coin Vaults
Vaults
Full
Empty
Fund Assignment
Toll Collector
Plaza & Tour Funds
Cash Room Data Entry
Plaza Supervisor Reports
Plaza Supervisor Operations Review
Time Management System
Images
Real-time Data
Supervisor Monitor
Video Surveillance System
Requisitions, Asset Management
MOMS Subsystem
MOMS Database
Repairs & Inventory
Work Orders
Archival System
Video Images
VES Camera Strobe Light Source
VES Camera(s)
Traffic Barrier Gate
VES Alarm & Light
Lane Exit Signal
Toll Paid $1.00
Patron Toll (Fare) Display
Video Surveillance & Security (VSS) Camera(s)
ACM / ATPM
Credit Card POS in Booth
Manual Lane Terminal
Post-Class Loops
Pay Zone Loops
AVC Server
ETC Reader
Canopy Lights
ETC AVI RFID Antennae
Transponder "A" SunPass® + Annual Pass
Transponder "B" Annual Pass Only

0.2.2. OVERVIEW OF ROADSIDE TOLL COLLECTION SUBSYSTEM

The Roadside Toll Collection Subsystem (RTCS) would have three functional tiers (from lowest level to highest): Lane level, Plaza level and Toll Host level. As indicated previously, depending on the overall System requirements, it may be desirable to combine the functions of the Plaza and Host tiers (two and three) physically into a single second tier (Plaza/Host).

Lane Level Elements - The Lane Level would be centered around the Lane Controller (LC) computer, a processor that would collect data from various in-lane sensor devices, process the data creating the toll transaction and send it up to the central toll Transaction Host computer (via the Plaza server). The LC would also control other in-lane devices that provide feedback to the toll collector and/or the motorist customer. The LC would also receive data from the central Toll Host and Plaza processor(s) that would enable it to make decisions and carry out other data processing activities.

Plaza Level Elements - The Plaza Level would be centered around the Plaza-level processor. All Lane Controllers at the toll plaza would report to the Plaza, which would report up to the central Toll Host. The Plaza processor would provide Plaza Level functionality to support cash management; toll operations management and supervisory support; accounting and audit; security, controlled access to facilities and systems, and surveillance; maintenance on-line management subsystem (MOMS); and other support.

Host Level Elements - The Toll Host Level would be composed primarily of the central Toll Host computer and database. If combined with the Plaza processor, this functionality would likely reside at the toll plaza; but if kept separate from the Plaza, it would be located at a “Toll Operations Center” (TollOC) at the County Central Office Complex in Pensacola away from the Bob Sikes Bridge toll plaza.

The Toll Host would receive transaction messages from the Lane Controllers through the Plaza server (if in a three-tier configuration), process, post them to the proper account and archive them in the Toll Host database.

Maintenance On-line Management System (MOMS) subsystem health alarms would be transmitted up to the Toll Host for action.

Non-cash toll transactions would be handled as follows:

- Transponder-based transactions linked to valid COUNTY annual Toll Pass accounts would be posted to their respective Toll Pass accounts. Once integrated to SunPass the system shall be configured to allow or not allow Toll Pass transitions to be sent on the CCSS or back office third party.
- Transponder-based transactions linked to valid authorized interoperable toll accounts (non-COUNTY) would be sent to the appropriate host agency for payment processing.
- Image-based transactions would be sent to the local BOS for image processing, and then checked against the Positive List(s) for COUNTY Toll Passes and the Positive List from the interoperable agencies. If matched to a

Positive List, they would be handled as the appropriate transponder. If no Positive List match is found, the image-based transaction would be sent for payment processing to a local or external 3rd-party payment processor.

The Toll Host would interface and share data with the external 3rd-party-hosted Back Office CSC System supporting ETC payment via SunPass® or other similar system so that Toll Pass transponder transactions can be properly processed by the ETC Back Office System described below.

The Toll Host would receive incoming files from both Back Office CSC Systems and relay relevant data to the Plaza and on to the Lane Controllers for their operations. Such incoming files would include such data as, valid transponder positive lists; license plate lists; hot lists for chronic toll evaders, Amber Alerts, etc.; toll rate schedules; time clock synchronization data; security and access control files from the internal and external Back Office Subsystems.

In the event that communication with the (remote) Toll Host is lost, transaction data would be stored locally (at the Lane or Plaza), and once communication is restored, the data would be automatically be transmitted to the Toll Host (and then Back Office Subsystems).

0.2.3. Overview of Back Office Toll Account Hosting & Customer Service Center Subsystem

The Back Office Toll Account Hosting & Customer Service Center (CSC) Subsystem would support the COUNTY's time-based (annual) Toll Pass program administration, customer Toll Pass account set-up and administration, data processing, records and reporting. The BOS/CSC would maintain records of COUNTY-hosted Toll Pass accounts and provide to the Toll Host current positive lists of valid transponders and license plates for transmission to the Lane Controllers. Customers and Customer Service Representatives (CSRs) would access the BOS/CSC to establish, monitor the status of, maintain, renew and close Toll Pass accounts. Managers would access the BOS/CSC for reporting and management functions.

0.2.4. Overview of Back Office Image Processing Subsystem

The Back Office Image Processing (IPS) Subsystem would support the manual review of captured images to identify the license plate number/states of vehicles that passed through the toll lanes. This would support the collection of toll revenue when no cash payment is made at the toll booth; when no valid transponder is read; when special events operating mode is active; or when other unusual occurrence is detected by the System.

Vehicle identifications made by the IPS System would be transmitted to the Toll Host for posting and then forwarded on to the appropriate Back Office Subsystem for matching with valid toll accounts for image tolling, or post-payment collection, or toll enforcement.

0.2.5. Overview of Back Office Toll Enforcement Center Subsystem (Optional future element)

The Back Office Toll Enforcement Center (TEC) Subsystem would support the payment, collection and enforcement of unpaid tolls due from customers (identified by image-based transactions) who have not paid with cash at the toll booth; or via a valid pre-paid toll account (e.g. Toll Pass); or via a Toll-By-Plate invoice.

NOTE: This functionality may be outsourced by the COUNTY at its discretion to a 3rd-Party collections & enforcement services provider, such as Florida's Turnpike Enterprise (FTE)/ SunPass® or the Florida Centralized Customer Service System (CCSS) or other collection entity.

If this functionality is administered by the COUNTY, the TEC would receive unpaid / uncollected toll transactions that have been returned from the 3rd-Party Back Office System via the Toll Host. The System would then support the administration of the collection process according to COUNTY policy and business rules, which may include, without limitation, the tracking the status of transactions in collection, identification of contact details for the non-paying customer, production and issuance of documents required for this process.

If deemed "uncollectable" by the COUNTY, the transactions may then at the COUNTY's discretion move on into the enforcement process involving the court system. The System would support administration of the enforcement process according to COUNTY policy and business rules, which may include, without limitation, tracking the status of transactions in the enforcement process, and production and issuance of documents required for this process.

0.2.6. Overview of 3RD-Party Back Office System for Hosting 3RD-Party Toll Accounts, DHSMV License Plate Look-up & Toll-By-Plate Invoiced Payment Services (External Interface Only)

In order for the COUNTY to accept payment from 3rd-Party-hosted SunPass toll accounts, or be able to outsource the functions for image processing, invoiced tolling, payment processing, collections and toll enforcement, the Toll Host must interface with an external Back Office installation hosted by a 3rd-party toll payment processing services provider, such as Florida's Turnpike Enterprise (FTE)/ SunPass® or the Florida Centralized Customer Service System (CCSS).

Non-cash toll transactions (transponder or image-based) created in the toll lane would be collected by the Toll Host, checked against a positive list of valid COUNTY annual Toll Pass transponders and license plates. If the transponder/license plate does not match an annual Toll Pass, the transaction would be sent to the external Back Office Subsystem for ETC or Toll-By-Plate payment processing, and if necessary toll enforcement.

The external Back Office Subsystem would provide valid ETC transponder positive lists to the COUNTY's Toll Host for distribution to the Lane Controller. The external Back Office would provide transaction payment records in the form of files and amendments to the UFM to the Toll Host for reconciliation of payment claims.

0.2.7. TOLL OPERATIONS CENTER (TOLLOC)

The Toll Operations Center (TollOC) workstation(s) would interface with the Toll Host to support toll operations management by the COUNTY. It would provide dashboards, and reporting for management and accounting audit functions for toll plaza traffic and revenue data, annual Toll Pass program, payment and violation processing data, etc. It would also provide for management control, oversight and administration of the toll system operations. Remote monitoring of both tolling back office and field operations would be supported.

0.3. SYSTEM-LEVEL GENERAL & FUNCTIONAL REQUIREMENTS

0.3.1. SYSTEM AUDITABILITY REQUIREMENTS

0.3.1.1. The System shall be fully auditable and reconcilable, from/to the Toll Host / Plaza Host and to/from the Lane and Plaza Subsystems.

0.3.1.2. The Toll Host shall be fully auditable and reconcilable from/to the COUNTY CSC/TEC and (via the system interface) the SunPass® CSC, and future CCSS.

0.3.1.3. The System shall provide a sufficient amount and quality of data and reports documenting the toll revenue collection process to provide a comprehensive, effective and efficient audit trail.

0.3.1.4. The System shall provide for reconciliation of aging data as received from the local Back Office, and from the SunPass® CSC, and future CCSS

0.3.1.5. Audit status, metrics and details and shall be presented on authorized user screens via Dashboard tools complete with graphics, and drill down details.

0.3.1.6. The audit trail documentation shall be easily accessible, printable and easily human-readable.

0.3.2. SYSTEM RELIABILITY REQUIREMENTS

0.3.2.1. The System shall be designed with sufficient redundant tiers of data storage, and processing capability to handle various failures in such a way that the likelihood of revenue loss is minimized.

0.3.2.2. The System shall utilize component redundancy, where practical, to meet or exceed the reliability requirements. Such measures may include, without limitation, such things as dual power supplies in Lane Controllers, dual Lane Controllers in AVI-Only lanes, etc.

0.3.3. TIME SYNCHRONIZATION REQUIREMENTS

0.3.3.1. All System equipment shall synchronize System time with a vendor-supplied central time source to be identified during the design phase using Network Time Protocol (NTP).

0.3.3.2. Time references shall be NTP compliant and sourced through Atomic Clock, Internet sources, cellular or GPS.

0.3.3.3. All network switches and components shall support Simple Network Time Protocol (SNTP) to synchronize date/time to all other System subsystems and components.

0.3.3.4. Time synchronization shall include all systems and subsystems to ensure that all transaction and event times in are reported consistently.

0.3.3.5. The System shall automatically handle time changes to/from Daylight Savings Time automatically without the need for user interaction.

0.3.3.6. The System shall automatically handle time changes to/from Leap Year automatically without the need for user interaction.

0.3.4. INTEROPERABILITY REQUIREMENTS

0.3.4.1. The initial system implementation shall support AVI readers which allow for backward compatibility of the existing Toll Pass (3M IDentity FLEX) transponders; the addition of ISO 18000, 6C GEN 2 EPC Class 1 GEN 2 (6C) transponders for Toll Pass; and a migration path to transact with to SeGo SunPass®, and IAG E-ZPASS transponders, as well as the Toll Pass 6C Transponders. The IDentity FLEX transponders will be phased out of service. The Contractor may provide an alternative path that is cost beneficial to the COUNTY and supports long term goal of interoperability with SunPass.

0.3.4.2. The System shall fully support the Florida interoperability requirements as defined in the State of Florida Interoperability Technical Interface Specification document. See Appendix C.

0.3.4.3. When communicating with third parties, the System shall use a Universal Financial Message (UFM) and UFM amendments that are consistent with Florida Turnpike Enterprise requirements for financial transactions.

0.3.4.4. The System shall be able to receive and use Positive List (Transponder List, POSI List) files, which are data files of toll transponder numbers and related data hosted by the COUNTY and/or other interoperable toll agencies on configurable frequency of distribution based on updates and of list elements or complete list replacements.

0.3.4.5. Transponder Lists, License Plate lists and real time updates shall generated and be received by the Toll Host from the 3rd-party SunPass System, and from the CCSS once it is implemented.

0.3.4.6. The lists and updates shall be logged for retention, and transmitted by the Toll Host to the lanes.

0.3.4.6.1. The System shall provide for Transponder List which include real-time updates to identify which transponders, if read by the System, are valid for payment purposes.

0.3.5. SYSTEM ACCESS & SECURITY REQUIREMENTS

0.3.5.1. See Section 7, Security, Access & Storage Requirements.

0.3.6. SYSTEM BACK-UP & ARCHIVE

0.3.6.1. The System shall include standard backup systems solutions.

0.3.6.2. The backup systems shall include all modules and databases associated with the Toll Host/Plaza Host and BOS.

0.3.6.3. The System shall provide an automatic archive capability with a separate archive server.

0.3.7. DISASTER RECOVERY REQUIREMENTS

0.3.7.1. The Contractor shall develop a comprehensive Disaster Recovery Plan and subsequent Disaster Recovery Procedures for the System, including the following without limitation: Toll Host/Plaza Host, Lanes, BOS, Databases, CSC element, Image Processing Subsystem, Payment Processing, Collections, Toll Enforcement and other System elements, which will be reviewed and approved by the COUNTY.

0.3.7.2. After the BOS project is deployed and tested, the Contractor shall implement its Disaster Recovery solution and shall test the System accordingly.

0.3.7.3. The Contractor shall maintain the disaster recovery database.

0.3.7.4. For any system degradation or loss event, when the Toll Host subsystem is restoring operations, the Toll Host shall re-synchronize all data transfers to/from the Plaza and/or lanes.

0.3.7.5. Uploading of transactions accumulated at the Lane Controllers or Plaza during periods when communication was compromised with the Toll Host, shall not reduce the ability of the Toll Host to load all near real-time transactions.

0.3.7.6. In the event of a Toll Host failure, the recovery strategy must provide a method to restore the Toll Host to the pre-failure condition on equipment in the backup site within the time requirements indicated in Section 9, Performance Measurement Requirements.

0.3.7.7. Tier 1 systems must be duplicated at a back-up site(s). The COUNTY will house the back-up site(s) at COUNTY provided facilities.

0.3.8. INTERFACE & COMMUNICATION PROTOCOL REQUIREMENTS - OPEN & NON-PROPRIETARY

0.3.8.1. All interfaces and communication protocols delivered by the Contractor as part of the Project shall be clearly documented, open and non-proprietary.

0.3.8.2. The Contractor shall provide Interface Control Documentation (ICD) for all interfaces including internal and external.

0.3.9. DATA TRANSMISSION REQUIREMENTS

0.3.9.1. The System shall incorporate verification, retransmission and error handling procedures for all internal and external interfaces to ensure the accuracy, completeness, and reliability of data transmissions.

0.3.9.2. All data transmissions shall be accomplished in near real time unless otherwise specified.

0.3.9.3. All data transmissions shall be in a non-proprietary format.

0.3.10. DATA RETRIEVAL REQUIREMENTS

0.3.10.1. The System shall provide an interface (hardware and software) to automatically load information retrieved from the Lane Controllers and /or Plazas to the Toll Host.

0.3.10.2. In the event that automatically the Contractor shall also provide an interface (hardware and software) which shall allow for the manual extraction and loading of information.

0.3.10.3. Manually loaded transactions shall be noted as such without changes to any original messages retrieved from the System and such that it is not duplicated in the System.

0.3.10.4. When data is needed on another authorized device it shall be copied to the other device, and not moved.

0.3.11. DATA PROCESSING LOGGING REQUIREMENTS

0.3.11.1. The System shall maintain for audit and reporting purposes a comprehensive log of all file transfers, including interim updates.

0.3.12. SYSTEM-WIDE E-MAIL CAPABILITY

0.3.12.1. The BOS Host shall provide System-wide electronic mail (e-mail) capabilities consistent with the COUNTY's e-mail system.

0.4. SYSTEM-LEVEL SOFTWARE REQUIREMENTS

0.4.1. SOFTWARE STANDARDS

0.4.1.1. The COUNTY currently uses the following software products:

- SEQUEL Sever 2012
- WINDOWS
- vSphere

0.4.1.2. In case of a conflict between the COUNTY Software Standards and these requirements, the Contractor shall immediately notify the COUNTY.

0.4.1.3. In case of a conflict, the COUNTY reserves the right at its sole discretion to waive or to not waive its Software Standards.

0.4.2. COMMERCIAL OFF-THE-SHELF (COTS) SOFTWARE REQUIREMENTS

0.4.2.1. System software shall, as much as possible, be COTS.

0.4.2.2. To the extent possible, all COTS software shall be available from a second source.

0.4.2.3. All COTS software shall be of the latest version available at the time of the Detailed Design Review.

0.4.2.4. The Contractor shall provide the COUNTY with the valid license agreements and available media for all COTS products.

0.4.2.5. The COUNTY shall have the right to use the COTS software for any COUNTY purpose on any and all computers and other devices on which the COTS software is licensed.

0.4.3. OPERATING SYSTEM REQUIREMENTS

0.4.3.1. The Toll Host, Plaza and Lane-based operating systems shall be COTS products which at a minimum, without limitation, provide multi-user, multi-tasking, multi-threading, and 64-bit support.

0.4.4. DATABASE MANAGEMENT SYSTEM (DBMS) REQUIREMENTS

0.4.4.1. The COUNTY shall own all data associated with the System.

0.4.4.2. The Contractor shall also provide to the COUNTY all database schema and layouts.

0.4.4.3. The System shall provide the COUNTY or its contractor with the ability to have read/write access directly to the System database.

0.4.4.4. All licenses shall be transferred for ownership by the COUNTY.

0.4.5. System Application Software Requirements

0.4.5.1. The System software shall be configurable to the extent possible in order to support the COUNTY's operational needs without requiring programming changes to the software.

0.4.5.2. The configuration parameters shall be defined and documented during the Design process.

0.4.5.3. Where applicable, parameters shall have default values that shall be provided by the COUNTY.

0.4.5.4. The System shall be configurable to support the addition or reduction of toll lanes to accommodate future growth without software modifications.

0.4.6. Graphical User Interface (GUI) Standards Requirements

0.4.6.1. The design of any browser-based GUI shall follow accepted industry human factors engineering design standards for ease of readability, understandability, menu driven operations, capability for user customization and configuration of the screens.

0.4.6.2. The COUNTY requires adherence to Section 508 of the Americans with Disabilities Act and the Florida Civil Rights Act for all GUI implementation.

0.4.7. Transaction Data Format & Storage Requirements

0.4.7.1. Transaction information shall be stored in a non-proprietary format.

0.4.7.2. Transaction information must be stored so that it is retrievable from any device in the reporting chain

0.4.7.3. Transaction data sent to and received from FTE must be in the approved UFM format.

0.4.8. Guaranteed Messaging Protocol Requirements

0.4.8.1. All data and events generated at the roadside and intended for transmission to the Toll Host environment shall be transmitted immediately using a guaranteed messaging protocol.

0.4.8.2. The COTS guaranteed messaging protocol shall adhere to open standards.

0.4.9. System Message Type Requirements

0.4.9.1. The System messages shall be of the following basic types:

0.4.9.1.1. Universal Financial Message (UFM)

0.4.9.1.2. UFM amendments

0.4.9.1.3. Event messages

0.4.9.1.4. MOMS messages

0.4.10. MESSAGE IDENTIFICATION (ID) REQUIREMENTS

0.4.10.1. All System messages must be identified by a message ID and description that is unique and clearly defined within all appropriate subsystem documentation.

0.4.10.2. The message identification shall indicate the type of message being sent, such as UFM, specific MOMS message(s) or event messages, etc.

0.4.10.3. The message ID and content shall be documented in the ICD.

0.4.11. MESSAGE SEQUENCE NUMBER & TRACKING REQUIREMENTS

0.4.11.1. The System shall uniquely identify each and every message generated by the System over the life of the System.

0.4.11.2. The System shall be able to accommodate number series large enough to ensure uniqueness for each message over the expected life of the System.

0.4.12. UNIVERSAL FINANCIAL MESSAGE (UFM)

0.4.12.1. The UFM shall serve as a single message to record the passage of a vehicle at a toll collection point; and to identify the toll payment method used, system status, and/or unusual events that occur in the Lane.

0.4.12.2. The UFM shall be created using eXtensible Markup Language (XML).

0.4.12.3. The UFM message shall meet the requirements for the UFM Lane message type commonly used by Florida interoperable toll agencies at the time of System design.

0.4.12.4. The Contractor shall make any changes to the message type as necessary to maintain conformance to that standard during the life of the Contract.

0.4.12.5. The content, format, layout and details of the message shall be reviewed, refined, and finalized with the COUNTY, and any interoperable partners during System design. (Appendix B includes a list of UFM identifiers or data elements currently used in the FTE UFM.)

0.4.12.6. The original content generated when a UFM is created shall be preserved and never be modified.

0.4.12.7. Amendment appendages to the original UFM shall be used to include changes that result from post-processing or reconciliation.

0.4.12.8. UFMs in the Toll Host shall be retrievable and usable by other subsystems.

0.4.13. EVENT MESSAGES

0.4.13.1. The system shall create, transport, act upon, and store all event messages associated with the System components action, operator actions, and system interfaces.

0.4.14. MOMS MESSAGES

0.4.14.1. Lanes, Plaza and the Toll Host / Plaza Host shall be integrated with MOMS and report all appropriate maintenance monitoring and equipment status related events and alarms.

0.5. SYSTEM-LEVEL HARDWARE REQUIREMENTS

0.5.1. SYSTEM HARDWARE STANDARDS

0.5.1.1. The COUNTY currently uses the following hardware:

- Cisco UCS Servers running virtual machines
- Cisco C-Series rack servers

0.5.1.2. Dell workstationsIn case of a conflict between the COUNTY's System Hardware Standards and these requirements, the Contractor shall immediately notify the COUNTY.

0.5.1.3. In case of a conflict, the COUNTY reserves the right at its sole discretion to waive, or to not waive its Hardware Standards.

0.5.2. HARDWARE COTS REQUIREMENTS

0.5.2.1. System hardware shall, as much as possible, be COTS and available from second sources.

0.5.2.2. All hardware units shall incorporate standard commercial components.

0.5.3. HARDWARE DESIGN REQUIREMENTS

0.5.3.1. The equipment components shall be consistent throughout the System.

0.5.3.2. All hardware shall be of the latest design available as of Detailed Design Approval.

0.5.3.3. Equipment shall be modular in nature, hot swappable, and support plug and play operations with minimum field changes or tuning required and without requiring the use of specialized tools, to the extent possible.

0.5.3.4. The hardware shall adhere to human factors engineering design standards to allow access to and/or replacement of components, connectors, test points and indicators.

0.5.3.5. All replacement units shall be physically and electrically interchangeable with other units of the same function with no adjustments other than normal alignment and configuration settings.

0.5.4. OWNER FURNISHED HARDWARE REQUIREMENTS

0.5.4.1. The System shall allow for utilize owner-furnished workstations including computers, monitors, mouse, cables, and printers based on COUNTY-approved specifications provided by the Contractor.

0.5.4.2. The Contractor shall transport, install, integrate, set-up, configure, etc. the owner-furnished devices as required to be properly and completely operational as part of the System.

0.5.4.3. At the COUNTY's request, the Contractor shall assist and provide a complete listing of hardware components with suitable information such that COUNTY may purchase hardware COTS components if it is in the COUNTY's best financial interests. Should the COUNTY purchase components, the Contractor shall also provide a schedule for equipment availability, configuration, installation, and maintenance services on all COUNTY purchased equipment.

0.5.4.4. Use of owner-furnished equipment shall not be considered a waiver of the System performance and requirements.

0.5.5. HARDWARE DATA STORAGE REQUIREMENTS

0.5.5.1. The System shall provide data storage for each toll System component that provides a balance between reliability, availability, performance and capacity and that protects against loss of tolling data due to unrecoverable (sector) read errors, as well as whole disk failures.

0.5.5.2. The Contractor shall utilize appropriate technology and methodology to accomplish the required system data protection.

0.5.5.2.1. This data protection shall include use of RAID 5 systems or equivalent as approved by the COUNTY, and could include other such technologies to reliably recover from single or multi-point failures with no data loss.

0.6. SYSTEM-LEVEL ELECTRICAL REQUIREMENTS

0.6.1. EQUIPMENT ELECTRICAL REQUIREMENTS

0.6.1.1. The Contractor-provided equipment and installation shall be in compliance with the National Electrical Code (NEC) defined in the applicable codes and standards in this Contract.

0.6.1.2. Where required, all electrical equipment and components shall be certified by Underwriters Laboratory (UL).

0.6.2. UNINTERRUPTED POWER SUPPLY (UPS) REQUIREMENTS

0.6.2.1. All toll-related equipment shall be UPS-protected with a minimum of two (2) hours of full operation.

0.6.2.2. UPS shall be provided and installed in existing facilities with all wiring and installation as necessary in accordance with electrical codes.

0.6.2.3. UPS shall be provided and installed for:

- Centralized UPS unit for the toll plaza, capable of accepting power input from commercial power and generator
- Host server at the Escambia County Public Works Building
- SRIA customer service center workstations

0.6.2.4. The UPS system provided for the toll plaza and host server shall be capable of being monitored via Simple Network Monitoring Protocol (SNMP).

0.6.2.5. A MOMS alert shall be generated whenever any of the following occurs:

0.6.2.5.1. UPS begins to power equipment

0.6.2.5.2. UPS battery level reaches a configurable low point

0.6.2.5.3. UPS is no longer under battery power

0.7. SYSTEM-LEVEL INTERFACE REQUIREMENTS

0.7.1. INTERFACE CONTROL DOCUMENTATION (ICDS)

0.7.1.1. All interfaces shall be documented in Interface Control Documents (ICDs) and delivered to the COUNTY as part of the System Design process.

0.7.2. SYSTEM INTERFACE WEB SERVICES REQUIREMENTS

0.7.2.1. All interfaces to new systems shall be through web services where possible.

0.7.2.2. Interfaces to external systems shall be through web service where possible.

1. LANE-LEVEL SUBSYSTEM

1.1. DESCRIPTION OF SUBSYSTEM

The Lane-level Subsystem (Cash + Electronic) supports toll lane revenue collection operations where traffic is required to pass through individual channelized toll lanes separated by physical island structures at toll plaza facilities.

The Lane-level subsystem constitutes the lowest tier of the three-tier Roadside Toll Collection System (RTCS) System conceptual architecture (Lane, Plaza, and Toll Host).

The Lane-level Subsystem (Cash + Electronic) will be configured for any one of several typical lane types that provide for different operational modes of toll collection as conditions warrant and policy dictates. These lane types include various combinations of Cash-Manual (Manual Lane Terminal (MLT)), Payment Card Terminal (PCT), and dedicated Transponder-based Automated Vehicle Identification (AVI). All lanes will be capable of processing transponder-based transactions. All lanes will be capable of using image-based vehicle identification and/or traffic barrier gates for toll enforcement.

The Lane-level Subsystem – Cash + Electronic includes several functional components, including, but not limited to the following:

- Lane Controller
- Automated Vehicle Detection, Separation & Classification (AVC)
- Automated Vehicle Identification (AVI) – Reader and Transponders
- In-Lane Image Capture & Processing
- Cash – Manual Toll Collection (e.g. manual lane terminal (MLT) and receipt printer)
- Payment Card Terminal Toll Collection (PCT) - point-of-sale card-swipe and touch pad device for credit or other payment cards that may be accessible by the customer from within their vehicle and the toll collector in the booth.
- Customer Information & Other In-lane Devices (e.g. Patron Toll Display (PTD), and Traffic Signal)
- Traffic Barrier Gates
- Transaction Video Audit System (TVAS)

1.2. LANE-LEVEL SUBSYSTEM REQUIREMENTS

1.2.1. GENERAL

1.2.1.1. The Lane-level Subsystem shall be capable of supporting operations in any and all of the supported lane configuration types (MLT/AVI/PCT;

UPCT/AVI, dedicated AVI/MLT/PCT or MLT/PCT/UPCT/AVI) with no performance degradation; or hardware, software or System design changes required.

1.2.2. PAYMENT METHODS BY LANE CONFIGURATION TYPE REQUIREMENTS

1.2.2.1. All lane types shall configured accept one or any multiple combination of the toll payment methods.

1.2.2.2. Payment methods include: Cash, coins, travelers checks, COUNTY Toll Pass AVI, SunPass AVI, interoperable AVI, payment (credit/debit) cards, and other approved magnetic stripe cards

1.2.3. LANE OPERATIONAL MODE REQUIREMENTS

1.2.3.1. Lane operational modes shall include “Open,” “Closed,” “Standby,” “Special Events” and “Maintenance” modes.

1.2.3.1.1. “Open” mode is used for full normal toll collection revenue operations. The toll plaza canopy light is switched to green, all vehicles passages are recorded and all data is collected for toll transactions. All toll transactions are posted to the appropriate revenue accounts and are counted for financial reporting.

1.2.3.1.2. “Closed” mode is used when the toll lane is closed to all traffic and not open for toll collection revenue operations. The lane will record any vehicle passages that may occur during a closed condition.

1.2.3.1.3. “Standby” mode is intended for use in such cases such as when a toll collector shift changes, and one toll collector relieves another. The lane is not fully shut down to “Closed” mode, but the System closes to traffic and does not process traffic while the toll collectors log off / log on to the System. In Standby mode, the System turns the canopy light from green to red and tracks any vehicles that may pass through the toll lane when tolls are not being collected.

1.2.3.1.4. The “Special Events” mode is generally intended for use during special events of expected high traffic volumes when maximum through-put is necessary and the payment of tolls during that time period will be handled by a party(ies) other than the motorist customer. “Special Events” mode shall allow traffic to pass through the toll lane. Each vehicle passage shall generate a toll transaction record, but no toll will be collected. The System shall account for the toll revenue due from the traffic processed during the time period of special event operations.

1.2.3.1.5. “Maintenance” mode is intended to support the conduct of System maintenance activities where it is necessary to diagnose or test “Maintenance” mode shall allow the lane to process vehicle traffic for testing and diagnostic purposes during a time when maintenance activities are being conducted. Transactions generated in Maintenance

mode are not posted as revenue or violations, and are not included as revenue transactions.

1.2.3.2. All lanes' modes shall be able to be controlled locally from the Lane terminal and remotely from the Plaza.

1.2.3.3. A Toll Collector shall be able to change the lane mode from "Open" to "Standby" or "Closed" using the MLT.

1.2.3.4. All lane types shall support the use of traffic gates, either in the operational condition (up/down) or in the locked up position.

1.2.3.5. The System shall enable Special Events mode to be invoked remotely from the Plaza (for all lane types).

1.2.3.6. When in Special Events mode, the Lane Controller shall be capable of:

1.2.3.6.1. Operating without an attendant

1.2.3.6.2. Turning the canopy light green (if lane is equipped)

1.2.3.6.3. Disabling the in-lane image capture (configurable)

1.2.3.6.4. Creating transactions for all vehicles but toll rate field shall be zero dollars ($0)

1.2.3.6.5. Continuing to count vehicles and separate vehicles for accurate transaction process

1.2.3.6.6. Changing the PTD to display a configurable message

1.2.3.6.7. Reporting on who changed the lane to Special Events mode and when.

1.2.3.6.8. Disabling the in-lane violation light and buzzer

1.2.3.6.9. Keeping the traffic gate in an "up" position.

1.2.3.6.10. Keeping the transaction signal "green."

1.2.3.7. When a lane is put into Special Events mode, the System shall automatically close any open toll collector tour in that lane, but the lane shall be Open and fully operational.

1.2.3.8. Authorized users shall have the ability (locally and remotely) to open a lane in Maintenance mode.

1.2.3.9. When in Maintenance mode, the lane shall process transactions normally but the transactions shall be flagged as Maintenance mode transactions.

1.2.3.10. Transactions occurring while a lane is in Maintenance mode shall be reported separately in any revenue or traffic reports.

1.2.4. Toll Transaction Creation Requirements

1.2.4.1. The Lane-level Subsystem shall create a transaction message that results in a UFM format for all vehicle passages at each toll lane.

1.2.4.2. The Lane Subsystem shall accurately track the vehicle as it moves through the toll lane.

1.2.4.3. The Lane-level Subsystem shall be able to accommodate and properly "frame" each transaction such that one unique transaction is created for each separate vehicle or vehicle / trailer / towed vehicle combination.

1.2.4.4. The Lane-level Subsystem shall be able to detect all motorized vehicle types and process the proper payment for all vehicles that pass through the lane.

1.2.4.5. The Lane-level Subsystem shall be able to accurately process and create a transaction for all payment methods.

1.2.4.6. The Lane-level Subsystem shall at all times be able to accurately correlate each transponder to the vehicle carrying it, including a late or early transponder read in the vicinity of the roadside toll payment zone for a single lane.

1.2.4.7. The transaction message shall include, without limitation, all device status, vehicle speed (if known), transponder list and active rate table identifiers, and any other pertinent data as determined during the design phase.

1.2.4.8. The toll rates shall be the same for all vehicle types, but may vary based on the payment types

1.2.4.8.1. The Lane subsystem shall determine the expected toll based on the payment types (e.g. Toll Pass, non-revenue, SunPass, cash, Credit/debit card, and video) and the active toll rate schedule and mode of operations.

1.2.4.9. The transaction message shall include, without limitation, all possible toll amounts that could apply to the vehicle based on all possible payment types and the active toll rate schedule.

1.2.5. Software Requirements

1.2.5.1. The Lane Subsystem shall have a scalable architecture to allow growth of the transponder base population up to a minimum of sixty (60) million without modifications to the software.

1.2.5.2. There shall be one version of Lane software that will work for all lane configurations.

1.2.5.3. The Lane software shall be capable of being deployed in any lane in the toll System after configuration for all method(s) of collection and operation.

1.2.6. HARDWARE REQUIREMENTS

1.2.6.1. All lane equipment, where sufficient space exists and is appropriate, shall be rack-mounted.

1.2.6.2. All roadside equipment shall be remotely accessible and configurable through MOMS or some other component of the System.

1.2.6.3. All roadside equipment shall be in compliance with all applicable Federal Communications Commission's (FCC) radio frequency emission and protection requirements.

1.2.6.4. All roadside equipment shall meet all relevant safety codes identified in the applicable codes and standards. This includes, but is not limited to, the use of physical barriers to protect personnel from exposure to dangerous voltage levels.

1.2.6.5. Where applicable, lane equipment and its installation apparatus shall be easily configurable to adjust for variable vertical and horizontal geometrics, roadway cross-slope, and super elevated segments of the roadway, and pavement conditions.

1.2.7. ENVIRONMENTAL REQUIREMENTS

1.2.7.1. All Lane subsystem equipment (where possible) shall fit within the existing temperature controlled rooms in the plaza buildings, or the Contractor is to provide an appropriate environmental enclosure to operate outside the plaza buildings within the toll environment.

1.2.7.2. The lane equipment mounted in the roadside environment shall be mounted in a NEMA 4X enclosure and meet all requirements of this document.

1.2.7.3. Existing NEMA enclosures are available for reuse at the Contractor's option; however, this allowance shall not constitute any waiver of other requirements herein.

1.2.7.4. The lane equipment shall operate in an ambient (external to the cabinet) temperature range of 0 degrees Fahrenheit to 130 degrees Fahrenheit in full sun or shade, with a relative humidity from 5 to 100% if located outside of a controlled environment, and 5% to 95% non-condensing if in an enclosure.

1.2.7.5. Any equipment located within an enclosure shall operate within 90% of the component's normal operating level.

1.2.7.6. The roadside equipment installed outside a facility or booth shall be able to withstand 3000 PSI pressure washing.

1.2.7.7. Shocks and vibrations expected in a normal toll road environment shall not impact equipment operations, reliability or accuracy.

1.2.7.8. Proof of environmental certification shall be provided during the design process.

1.2.7.9. The Lane Subsystem components shall meet the testing requirements intended to meet or exceed environmental conditions expected in the local tolling environment, including salt spray.

1.2.8. SYSTEM INTERFACE REQUIREMENTS

1.2.8.1. All peripheral devices shall communicate via an Ethernet interface or programmable logic controller where feasible, or approved equivalent.

1.2.8.2. All interfaces between the Toll Lane (Lane-level) and Plaza devices including message structure shall be documented in Interface Control Document (ICD).

1.3. LANE CONTROLLER COMPONENT

1.3.1. DESCRIPTION OF COMPONENT

The Lane Controller is the primary data processor and controller of Lane-level functions for revenue collection and traffic operations. Its key function is to generate toll transactions by accurately processing data from other Lane components or devices.

The Lane Controller receives data from all lane-level sensor devices that detect the presence and position of a vehicle passing through the toll lane; from those devices that detect physical attributes about the vehicle; detect and register the receipt of cash toll payments; detect and register the receipt of payment card payments; those that capture RFID or image data used to identify the vehicle for non-roadside payment; and those devices that detect the actions and commands of the human Toll Collector.

The Lane Controller enables and helps control the process to open or close a toll lane, or place it in “Standby” condition by controlling the in-lane devices, including the red / green overhead signals mounted on the plaza canopy above each toll lane.

The Lane Controller controls the message shown to the motorist on the Patron Toll Display (PTD) and color of the in-lane Transaction Signal to indicate the status of the toll transaction as events occur in the lane.

The Lane Controller also determines when a vehicle exits the toll lane. If the Lane Controller determines that an improper transaction has occurred, possibly due to

insufficient payment, with no valid transponder read for identification, or other such condition, the Lane Controller if configured to do so, will trigger the retention of a captured image of the vehicle so it can be identified for post-payment either as a violation or invoiced plate-based transaction, and audit.

The Lane Controller supports plaza operations management by providing data relative to System operations and performance, and receiving commands from the Plaza and/or Toll Host to support such System functions as operations, management, audit and security activities.

The Lane Controller also functions as part of the MOMS subsystem providing data relative to System health and performance, and receiving commands to support system maintenance activities.

The Lane Controller stores transaction and other data and transmits it to the Plaza and Toll Host in near-real-time.

1.3.2. FUNCTIONAL & PERFORMANCE REQUIREMENTS

1.3.2.1. All Lane Controllers, regardless of lane type, shall generate a transaction record that results in a UFM for every toll transaction, whether cash, payment card, AVI, image/possible violation, or exception.

1.3.2.2. The Lane Controller shall accept without interruption in operations, multiple data downloads, such as complete transponder status files (positive lists or Transponder Lists), and related incremental status updates in real time; and multiple toll rate tables from the Toll Host or remote network devices that have appropriate security privileges.

1.3.2.3. The Lane Controller shall be able to read data from and write data to portable storage media devices.

1.3.2.4. The Lane Controller shall be able to remotely download updates to its configuration tables via a network and via a local service TCP/IP port by authorized personnel.

1.3.2.5. The Lane Controller remote operations shall provide a failsafe mechanism that will protect against inadvertently updating any configuration files, software or other transactions remotely.

1.3.2.6. The Lane Controller shall record and retain the version and identifier of the data downloads, the identity of the person who conducted the download and the start and end time stamps.

1.3.2.7. The Lane Controller shall be externally controlled from authentication nodes on the network such as the Plaza Subsystem and/or Toll Host.

1.3.2.8. The Lane Controller shall be capable of determining and processing toll rates that vary by type of payment.

1.3.2.9. The Lane Controller shall read and write transponder information indicated in the interface specifications provided by the AVI equipment supplier.

1.3.2.10. The System shall have the ability to correctly process multiple transponders in a vehicle.

1.3.2.11. The System shall assign payment to the transponder(s) in the following order:

1.3.2.11.1. Valid home agency transponder (e.g. COUNTY Toll Pass, etc.)

1.3.2.11.2. Valid interoperable agency transponder

1.3.2.12. If no valid payment method is detected, the System shall create an image-based transaction.

1.3.2.13. The Lane Controller shall report all events and messages created regardless of the operating mode of the lane (e.g., Open, Closed, Standby, Special Events, Maintenance, etc.).

1.3.2.14. The Lane Controller shall report to the MOMS at a configurable time interval the ambient within the equipment enclosure.

1.3.2.14.1. The temperature shall be reported based on a configurable upper or lower threshold and generate an alarm via MOMS when the thresholds are exceeded.

1.3.2.15. Application of appropriate Lane Controller settings and/or configurations shall be updated, logged and tracked with an automatic process and documented in the MOMS.

1.3.2.16. The Lane Controller shall support the functionality to operate (open/close) a lane traffic gate remotely from the booth, or if no booth is present in the lane, from the booth in the adjacent lane.

1.3.2.17. The Lane Controller shall function accurately regardless of whether the lane has a gate in operation or not.

1.3.2.18. The Lane Controller shall have sufficient performance capability to handle all Lane processes.

1.3.2.19. The Lane Controller shall monitor its own health and remove data in accordance with COUNTY data retention requirement

1.3.2.20. The controller shall be capable of supporting the payment card (credit/debit) point of sale device integrated to a payment processor.

1.3.3. SOFTWARE REQUIREMENTS

1.3.3.1. The Lane Controller software shall support future upgrades to processors, memory, storage and operating system.

1.3.3.2. The Lane Controller application software shall be configurable.

1.3.3.3. The Lane Controller application software shall be customizable by authorized users via defined configuration values determined during the design process with discussion with the COUNTY.

1.3.3.4. Lane Controller software shall support multiple lane type options, and changes among those without software modifications.

1.3.4. HARDWARE REQUIREMENTS

1.3.4.1. The Lane Controller shall provide sufficient data storage capacity to meet all operational requirements.

1.3.4.2. The Lane Controller shall provide ports as necessary to support authorized local maintenance activities.

1.3.4.3. The Lane Controller components shall utilize opto-isolation and required COTS Transient Voltage Surge Suppression (TVSS) devices within the Lane Controller to protect the Lane Controller from failures associated with electrical surge.

1.3.4.4. The Lane Controller shall contain the latest generation of processors available as of the date of Detailed Design Approval.

1.3.5. System Interface & Communications Requirements

1.3.5.1. The Lane Controller shall transmit all transactions, images, diagnostic messages, or other maintenance information via a local secure port and network connection.

1.3.5.2. All Lane Controllers shall use TCP/IP, or approved equivalent.

1.3.5.3. All inbound and outbound transmissions to and from the Lane Controller shall use a guaranteed message protocol that uses open standards at the application layer.

1.3.5.4. The System shall not overwrite or move any data from the Lane Controller when it is retrieved manually or automatically, and shall make a local copy of all transactions prior to moving data to another authorized device.

1.4. Vehicle Detection Components

1.4.1. Description of Component

The vehicle detection component collects sensory data about a vehicle when it enters, passes through and exits the toll lane. The System senses when a vehicle enters the toll lane to trigger the creation of a transaction. The System senses the location of the vehicle as it passes through the lane to trigger other lane toll collection activities such as for the receipt of payment; and to capture an image of the vehicle. The System collects sensory data about the location of the vehicle so the lane controller can accurately determine which vehicle a transaction is associated with. Finally, the System senses when the vehicle clears the end of the toll payment zone as it exits the toll lane and, as appropriate, triggers closure of the traffic gate.

The County toll rate is flat rate regardless of the number of axles or vehicle type.

1.4.2. VEHICLE DETECTION REQUIREMENTS

1.4.2.1. The vehicle detection component shall determine any and all motorized vehicle presence in the toll lane, accurately delineate each vehicle passing through the lane, and accurately separate vehicles.

1.4.2.2. The vehicle detection system shall accurately detect and trigger other components that support the toll transaction including image capture, gate operations and associated transaction processing.

1.4.2.3. All motorized vehicle types shall be detected including motorcycles and vehicles with any axle configuration up to nine (9) axles regardless of the classification or type of hitch

1.4.2.4. Towed vehicles connected by a hitch shall be classified as single vehicle.

1.4.2.5. The vehicle detection component shall operate within the existing toll lanes at the toll plaza with minimal modifications to physical structures, including but not limited to islands, pavement, toll plaza canopy, or toll booths.

1.4.2.6. The Contractor shall be responsible for all installation costs, and any damage associated with vehicle detection component integration and installation.

1.4.2.7. Should in-pavement installation be required the methods and materials used by the Contractor shall be submitted for approval by the COUNTY in as part of the installation plan.

1.4.2.8. A vehicle pulling a trailer or towing another vehicle shall constitute a single vehicle.

1.4.3. HARDWARE REQUIREMENTS

1.4.3.1. All vehicle detection hardware shall be consistent in terms of make, model, version, configuration, capability, performance, etc. across the toll System for all lanes that classify and/or detect vehicles.

1.5. AUTOMATED VEHICLE IDENTIFICATION (AVI) - RFID COMPONENTS

1.5.1. DESCRIPTION OF COMPONENT

The Automated Vehicle Identification (AVI) – RFID (radio frequency identification) enables the identification of customer vehicles associated with an authorized pre-paid toll accounts, for the payment of tolls from those toll accounts. The AVI component uses an RFID transponder device mounted on the customer vehicle for identification of the vehicle. The transponder is associated with the Customer's toll account. The Contractor is to provide readers and transponders as part of this Contract.

Acceptable transponder devices are only those issued by the COUNTY for the Toll Pass accounts, or by a COUNTY-authorized 3rd party entity host of toll accounts

under the Florida Toll Interoperability Agreement. The AVI functionality will be phased in to allow for the backward compatibility of existing IDentity FLEX (2PSK) transponders with new ISO 18000 6C Toll Pass transponders; then migration away from the IDentity FLEX (2PSK) transponders, and compatibility with SunPass® interoperable protocol transponders (SeGo FL, NC, TX, GA). The Contractor is required to coordinate with RFID manufacturers to ensure a RFID migration path that does not require multiple installations of readers to achieve these results. The COUNTY will consider other migration paths that allow for SunPass and are cost effective for the COUNTY.

The COUNTY intends to use multi-protocol AVI reader devices that are able to properly function, and not interfere with the SeGo protocol and other protocols required by the Florida toll interoperability. Accepted protocols are subject to change in the future.

1.5.2. RFID READER AVI REQUIREMENTS

1.5.2.1. An AVI reader and antenna (components) shall be functional in each toll lane.

1.5.2.2. The AVI components shall be able to properly read, and utilize all transponder types accepted by the COUNTY, including internally- and externally-mounted transponders on any vehicle(s) in the toll lane.

1.5.2.3. If more than one transponder is present in a vehicle, the AVI component shall have the ability to accurately read and properly process multiple transponders that are compliant with Florida interoperability requirements.

1.5.2.4. The reader should be the multi-protocol 3M 6204 RFID Reader, or equivalent functionality, consistent with a migration path which includes existing Toll Pass transponders and future SunPass transponders.

1.5.2.5. The System shall be able to successfully read, and as required by interoperability requirements write, and report all transponder page data as necessary, for the following transponder protocols without limitation:

1.5.2.5.1. Phase 1

1.5.2.5.1.1. IDentity Flex by 3M/Sirit (legacy transponders to be phased out)

1.5.2.5.1.2. New Toll Pass transponders (ISO 18000 6C) or similar so as not to interfere with SunPass operations

1.5.2.5.1.3. SeGo (if possible with the reader selected, in the case the County in initially interoperable with SunPass)

1.5.2.5.2. Phase 2

1.5.2.5.2.1. New Toll Pass transponders ISO 18000 6C or similar so as not to interfere with SunPass operations

1.5.2.5.2.2. SeGo (SunPass, EPASS, LeeWay and other interoperable transponders administered by FDOT (NC, TX, GA and others accepted by FTE),

1.5.2.5.2.3. Potentially IAG (EZPASS)

1.5.2.6. The System shall be able to detect and report all unsuccessful reads or write backs, as well as all error checking between the transponder and all critical events within the AVI component and Lane subsystem.

1.5.2.7. The overall Lane subsystem implementation shall be designed to avoid, at a minimum, the following AVI errors:

1.5.2.7.1. Vehicle shadowing resulting in a missed read

1.5.2.7.2. Cross lane reads of other transponders or reads by AVI equipment in adjacent lanes

1.5.2.7.3. Multiple or missed AVI transactions due to bumper-to-bumper plaza traffic

1.5.2.7.4. Duplicate transactions (charges) to a single transponder

1.5.2.8. The AVI Components shall be able to buffer at least 10,000 time-stamped messages.

1.5.2.9. In the case of loss of communications between the Lane Controller and AVI component, when communications are restored, all AVI buffered time-stamped messages shall be processed in the order they were received by the Lane and Plaza subsystems; and transactions shall be created for processing and automatically sent to the Toll Host.

1.5.2.10. The Lane Subsystem shall provide for remote control of the AVI component including power cycles, reboots and complete power off by authorized users.

1.5.2.11. The AVI component shall continuously perform diagnostics and report its health to the Lane Controller and MOMS.

1.5.2.12. Loss of communication or failure of any element of the AVI component shall be immediately detected and transmitted to the MOMS as a loss of communication or element failure as applicable.

1.5.3. RFID TRANSPONDER REQUIREMENTS

1.5.3.1. The Contractor shall provide passive Transponders for the Toll Pass program meeting the ISO 18000, 6C GEN 2 EPC Class 1 GEN 2 (6C) transponders for Toll Pass and interoperable with the provided readers, unless otherwise acceptable alternative is approved by the COUNTY.

1.5.3.2. Transponders shall be OmniAir OCS (OmniAir Certification Services) certified, unless otherwise accepted by the COUNTY.

1.5.3.3. Transponders shall be of the following form factors:

1.5.3.3.1. Non-transferable windshield mount decal transponders

1.5.3.3.2. Transferable windshield mount transponders

1.5.3.3.3. Headlamp mount transponders for motorcycles

1.5.3.3.4. External license plate transponders

1.5.3.4. The transponder shall have printed information on it that includes the following.

1.5.3.4.1. Escambia County color logo

1.5.3.4.2. Transponder number, numeric and bar coded, associated with a Toll Pass account

1.5.3.4.3. Contact information for Toll Pass service center (phone and web address)

1.5.3.5. Transponders shall be shipped with complete manifest information and ready to be inventoried into the back office system with Contractor provided barcode readers

1.5.3.6. Transponders shall include all hardware, attachments, cleaners, and instructions suitable for customers understanding distribution

1.5.3.7. Transponders shall have a one (1) year warranty for full replacement against manufacturing defect.

1.5.3.8. Transponders shall not be impaired or damaged by UV or IR light exposure either within or exterior mounted.

1.5.3.9. Exterior mounted transponders shall be sealed so as not to permit any liquid or solid elements to enter the transponder case.

1.5.3.10. Transponders shall have an operational temperature range from -40 degrees to +85 degrees Celsius.

1.5.4. AUTOMATED VEHICLE IDENTIFICATION (AVI) LANES

1.5.4.1. AVI equipment shall be in all lanes, and shall operate the same in each lane type.

1.5.4.2. AVI lanes shall be capable of operating with or without any other lane payment equipment types.

1.5.4.3. AVI lanes shall support stop-and-go traffic, as well as non-stop AVI lane traffic up 50 mph.

1.5.4.4. AVI lanes shall be able to operate with a traffic gate that opens upon fare payment, or with a gate that remains locked in the “up” position (either software locked or key locked).

1.5.5. SOFTWARE REQUIREMENTS

1.5.5.1. All AVI components shall utilize the same software version for all lanes with specific requirements for a lane type achieved through configuration changes.

1.5.6. HARDWARE REQUIREMENTS

1.5.6.1. All AVI component hardware shall be the same for all lanes.

1.5.6.2. AVI readers shall be multi-protocol configured in multi-protocol, as approved by the COUNTY.

1.5.6.3. The AVI components must provide full coverage on all travel lanes through a toll plaza.

1.5.6.4. The Lane Subsystem must support adjustments to the antenna quantities and placements based on the final roadway configuration at the toll plaza.

1.5.6.5. Setup and configuration of the AVI equipment shall be achieved remotely and shall not require lane closure except for major tuning of the lane, when initially installed, or when a reader or antenna is replaced.

1.6. IN-LANE TOLL COLLECTION – ATTENDED CASH / MANUAL COMPONENT

1.6.1. DESCRIPTION OF COMPONENT

Cash tolls must be physically collected from the customer, accounted for, and secured, before they can be transported to the toll plaza for deposit into the secure vault.

The Toll Collector must be able to input certain information and take certain actions as part of the roadside cash toll collection process. As a high-level summary in general terms, the Toll Collector must begin and end the shift/tour by logging-on and

logging-off of the System and changing the lane status to “Open,” “Standby,” or “Closed.”

A transaction is automatically initiated when the vehicle is detected in the lane by the AVC component, but in the next step, the Toll Collector will independently identify the classification of the vehicle and input it into the System via the MLT. The resulting toll rate may or may not be shown to the Toll Collector on the MLT and to the motorist on the PTD outside the toll booth. If the customer pays cash to the Toll Collector, the Toll Collector inputs the amount at the MLT. The MLT then indicates the amount of change to be provided, if any. When the correct toll is paid, the Toll Collector inputs that, and “Toll Paid” is shown on the MLT and the PTD. If the customer pays the Toll Collector with a credit card, the Toll Collector inputs that to the MLT and then swipes the credit card at the point-of-sale (POS) device in the booth to initiate the credit card payment. Upon authorization as a valid credit card transaction, “Toll Paid” is shown on the MLT and the PTD.

If the customer requests a transaction receipt or driving directions to certain local destinations, the Toll Collector can request one via the MLT.

The MLT provides the GUI for communications between the Toll Collector and the Lane Controller. The receipt printer provides a record of the transaction and other hardcopy information for the customer. A panic button shall be provided in a concealed accessible location for emergency “Help” request notification to toll supervisory / management staff and “911” service.

1.6.2. MANUAL LANE TERMINAL (MLT) REQUIREMENTS

1.6.2.1. Access to an MLT shall require authentication.

1.6.2.2. The MLT shall provide a GUI application for authorized staff to manually input or verify parameters for all vehicles and associated transactions.

1.6.2.3. All MLT GUI display elements will be simple and intuitive.

1.6.2.4. MLT display requirements shall be finalized during the design development and testing phase through collaboration with the COUNTY.

1.6.2.5. The MLT GUI shall provide immediate feedback to the user.

1.6.2.6. The MLT GUI shall be configurable.

1.6.2.7. The MLT shall display at a minimum, but without limitation, the following:

1.6.2.7.1. Display Fields

1.6.2.7.1.1. Employee ID

1.6.2.7.1.2. Time & Date (Synchronized with the System)

1.6.2.7.1.3. Current Lane Status (Open/Standby/Closed)

1.6.2.7.1.4. Current Canopy Light Color (Red/Green)

1.6.2.7.1.5. Current Lane Transaction Signal Color (Red/Green)

1.6.2.7.1.6. Special Events Status

1.6.2.7.1.7. Last Vehicle Transaction Status

1.6.2.7.1.8. Toll Amount Due

1.6.2.7.1.9. Cash Received

1.6.2.7.1.10. Change Amount Provided Credit Payment Accepted

1.6.2.7.1.11. Credit Payment Denied

1.6.2.7.1.12. Payment Type Made

1.6.2.7.1.13. Beach Surf Flag Status (Green, Yellow, Red, Double Red, Purple)

1.6.2.7.2. Buttons / Dropdown Menus for Data Input or Commands (Dropdown menu in lieu of buttons where appropriate)

1.6.2.7.2.1. Touch Screen Numerical Key Pad for Data Input

1.6.2.7.2.2. All Vehicle Classes (with single default classification)

1.6.2.7.2.3. All manually selected Exception Codes (e.g. unusual occurrences) (or drop-down menu)

1.6.2.7.2.4. All Payment Methods (e.g. cash, non-revenue, violations, etc.) (or drop-down menu)

1.6.2.7.2.5. Common Currency Denominations (or drop-down menu)

1.6.2.7.2.6. Print Receipt command

1.6.2.7.2.7. Print "No Funds Slip" command

1.6.2.7.2.8. Clear Transponder Cross-Lane Read command

1.6.2.7.2.9. "Begin Standby" – Lane "Standby" Operational Mode command (turns canopy light Red)

1.6.2.7.2.10. "End Standby" – Lane "Standby" Operational Mode command (turns canopy light Green)

1.6.2.7.2.11. Cash or Tour Funds Pick-up command

1.6.2.7.2.12. Begin Tour command

1.6.2.7.2.13. Begin Relief Tour command

1.6.2.7.2.14. End of Relief Tour command

1.6.2.7.2.15. End of Tour command

1.6.2.7.2.16. Driving Directions to Frequent Destinations (drop-down menu, configurable)

1.6.2.7.2.17. Exception Codes

1.6.2.7.2.18. Open Traffic Gate in this lane

1.6.2.7.2.19. Lock Gate Open in this lane

1.6.2.7.2.20. Open Traffic Gate in adjacent lane

1.6.2.7.2.21. "Help" command

1.6.2.7.3. Toll Collector Cash or Tour Fund Pick-ups

1.6.2.7.4. Toll Collector Tour/Shift Management

1.6.2.8. The MLT GUI shall be designed to support the COUNTY's manual toll collection functions including, without limitation, the following basic functions:

1.6.2.8.1. The Toll Collector either enters the number of axles for cash transactions, or skips the axle entry which defaults the axle count to two (2) axles.

1.6.2.8.2. The Toll Collector collects the payment (Cash, Credit, other) and, as appropriate, touches a "Toll Paid" button.

1.6.2.8.3. The System shall then compare vehicle classification registered by the Toll Collector with vehicle class determined by the AVC, and note any differences in the UFM.

1.6.2.9. The MLT shall be able to operate with or without cash received in the lane.

1.6.2.10. The MLT shall provide feedback to the Toll Collector when an AVI transponder has been read in the lane.

1.6.2.10.1. When a valid AVI transponder is read in an MLT lane, no action shall be required by the Toll Collector.

1.6.2.10.2. When an invalid AVI transponder is read in an MLT lane, the MLT shall display a message such as "Invalid AVI" and the PTD shall display a "No Funds" message.

1.6.2.11. The MLT shall provide an interface for authorized staff to select Exception Code types to be recorded in the System for exceptions in the lane.

1.6.2.12. The MLT shall provide a button / pull down menu to record Exception Codes in the System for exceptions in the lane. This requirement shall be configurable.

1.6.2.13. The MLT Exception Code drop-down menu shall be configurable and capable of accommodating at least twenty (20) Exception Codes including, some which will be decided during the design phase collaboration with the COUNTY, others will be reserved for later configuration.

1.6.2.14. The MLT shall be capable of printing of a No Funds Slip when an "Under Payment" transaction (i.e. payment is less than the toll) is registered.

1.6.2.15. The MLT shall provide functionality for registering a "Cash or Tour Fund Pickup" by generating an event message and providing two printed receipts for the transaction.

1.6.2.16. The MLT shall support a "Standby" mode of lane operations that is triggered when the Toll Collector presses a "Begin Standby" button on the MLT.

1.6.2.17. Pressing the “Begin Standby” button shall turn the canopy light color to red.

1.6.2.18. The MLT shall support the operational requirements for beginning a Toll Collector tour or shift. The process includes the following steps:

1.6.2.18.1. Toll Collector logs in on the MLT’s touch screen keypad.

1.6.2.18.2. Toll Collector presses the “Start of Tour” button.

1.6.2.18.3. Toll Collector presses the “End Standby” button to turn the canopy light color to green.

1.6.2.19. The MLT shall support the operational requirements for ending a Toll Collector tour or shift. The process includes the following steps:

1.6.2.19.1. Toll Collector presses the “Begin Standby” button to turn the canopy light color to red.

1.6.2.19.2. Toll Collector presses the “End of Tour” button.

1.6.2.19.3. Toll Collector enters his/her ID on the MLT’s touch screen keypad.

1.6.2.20. The MLT shall support relief tour functionality to accommodate Toll Collectors who take over during staff breaks.

1.6.2.21. The MLT shall be configurable by location to limit the maximum denomination of currency accepted.

1.6.2.22. <u>MLT Hardware Requirements</u>

1.6.2.22.1. The MLT shall display VGA colors.

1.6.2.22.2. THE MLT shall have an appropriate point-of-sale credit card device or double direction magnetic swipe reader so as to appropriately transact in a secure method with credit cards and other magnetic stripe cards.

1.6.2.22.3. The MLT shall support automatic illumination upon vehicle detection or collector activity and shall be dimmed during periods of inactivity with a configurable time to make inactive.

1.6.2.22.4. The MLT shall be housed in a suitable NEMA-rated enclosure that protects the MLT from spills, dust, humidity and normal vibrations caused by vehicles passing through the lane in a toll environment.

1.6.2.22.5. The MLT stand shall be fully adjustable and the MLT shall be mounted in a way such that no part of the screen is obstructed by the stand. The stand shall be mountable in the booth and adjustable in the X,

Y and Z coordinate plane and shall rotate around an axis point on the MLT.

1.6.2.22.6. The MLT stand shall be adjustable by staff without tools.

1.6.2.22.7. The MLT stand bracket shall be robust and sturdy and shall support frequent adjustment as would be expected in a shift oriented toll collection environment.

1.6.2.23. System Interface Requirements

1.6.2.23.1. The MLT shall be integrated with the Lane Controller via TCP/IP protocol or COUNTY-approved equivalent.

1.6.3. RECEIPT PRINTER REQUIREMENTS

1.6.3.1. Each In-Lane Toll Collection – Cash / Manual component shall be equipped with an industrial-quality, very high reliability, receipt printer, which shall be a separate unit from the MLT.

1.6.3.2. The receipt printer shall be able to print paper receipts for various toll Lane functions including, but not limited to, the following:

1.6.3.2.1. Toll Transaction Receipt

1.6.3.2.2. Insufficient Funds Notice instructions (“No Funds Slip”) for no funds and under-payment.

1.6.3.2.3. Toll Collector Cash Pick-up / Tour Fund Receipt

1.6.3.3. The Lane subsystem shall print, as requested by the Toll Collector, one original receipt per paid vehicle transaction regardless of the payment type (including AVI). This requirement shall be configurable.

1.6.3.4. The Lane subsystem shall provide one duplicate receipt initiated from the MLT for the current transaction. The duplicate receipt shall have the word “DUPLICATE” printed on the receipt along with all the information from the original receipt. This requirement shall be configurable.

1.6.3.5. The receipt printer shall be capable of printing bar codes. This requirement shall be configurable.

1.6.3.6. All receipt layouts for toll transactions, cash pickups, insufficient funds and other receipts printed in the toll Lane shall be configurable.

1.6.3.7. The Toll Transaction Receipt shall include without limitation the following information, which shall be configurable depending on the receipt type (and finalized during design):

1.6.3.7.1. Date/Time

1.6.3.7.2. Transaction ID (and barcode if required)

1.6.3.7.3. Collector ID

1.6.3.7.4. Lane Number

1.6.3.7.5. Plaza Name and ID

1.6.3.7.6. Name of Toll Road

1.6.3.7.7. Name of Toll Road Owner/Operator

1.6.3.7.8. Number of Axles

1.6.3.7.9. Toll Amount Due

1.6.3.7.10. Toll Amount Paid

1.6.3.7.11. Payment Method (if payment card display the last 4 digits)

1.6.3.7.12. General Information to Contact Agency (e.g. phone number, web address, etc.)

1.6.3.8. The Insufficient Funds Notice (No Funds Slip) shall include without limitation the following information:

1.6.3.8.1. Current Date and time

1.6.3.8.2. Transaction ID (and barcode if required)

1.6.3.8.3. Plaza name

1.6.3.8.4. Plaza ID

1.6.3.8.5. Lane number

1.6.3.8.6. License plate number/state (if License Plate Recognition (LPR) is available)

1.6.3.8.7. Number of Axles

1.6.3.8.8. Cash or Credit Toll Amount Total

1.6.3.8.9. Cash or Credit Toll Amount Paid

1.6.3.8.10. Cash Toll Amount Due

1.6.3.8.11. Last 4 digits of the Credit Card used for Payment

1.6.3.8.12. Remittance Address

1.6.3.8.13. Instructions for making payment including web address

1.6.3.9. The Cash Pickup receipt and Tour-Fund Pickup receipt shall include without limitation the following information:

1.6.3.9.1. Toll Collector Name

1.6.3.9.2. Collector ID

1.6.3.9.3. Supervisor Name

1.6.3.9.4. Supervisor ID

1.6.3.9.5. Plaza Name

1.6.3.9.6. Plaza ID

1.6.3.9.7. Lane Number

1.6.3.9.8. Date and Time

1.6.3.9.9. Signature Lines

1.6.3.9.10. Amount collected

1.6.3.10. The receipt printer shall print variable length receipts.

1.6.3.11. <u>Hardware Requirements</u>

1.6.3.11.1. The receipt printer electronics shall include all electronics, interfaces to Lane Controller and/or MLT, and associated circuitry.

1.6.3.11.2. The receipt printer shall include receipt transport device, driver logic, paper roll assembly, power supply, and all necessary parts to meet operational requirements.

1.6.3.11.3. The receipt printers shall be housed in stainless steel or equally corrosion resistant material.

1.6.3.11.4. Receipt printers shall have status lights and or audible tone for power on, paper jam, paper low, and communications lost (communications feed to Lane Controller and/or MLT lost.)

1.6.3.11.5. The receipt printers shall be initially be equipped with at least one month supply of consumables, including, without limitation, paper and ink.

1.6.3.12. <u>System Interface Requirements</u>

1.6.3.12.1. The receipt printer shall produce and send status messages to the System (MOMS) for events including but not limited to and inability of the receipt printer to print.

1.6.3.12.2. The receipt printer shall produce and send status messages to the System (to Toll Collector and Toll Supervisor) for events including, but not limited to low paper, paper jams, etc.

1.6.4. PANIC BUTTON REQUIREMENTS

1.6.4.1. A panic button shall be provided in each toll booth for use by the Toll Collector in case of an emergency to request "Help" service and toll supervisory / management staff.

1.6.4.2. The panic button shall be installed in the toll booth in a concealed location that is easily accessible by the toll attendant.

1.6.4.2.1. Activating the panic button shall require no motion that is visible from a vehicle in the toll lane and make no sound.

1.7. IN-LANE TOLL COLLECTION – PAYMENT CARD TERMINAL COMPONENT

1.7.1. DESCRIPTION OF COMPONENT

The In-Lane Toll Collection – Payment Card Terminal component has the primary purpose of supporting and enabling the collection of a non-cash toll directly from a motorist customer using a payment card accepted by the COUNTY in an unattended or attended toll lane. The Payment Card Terminal (PCT) is a self-service payment device securely mounted on the outside of the toll booth near the toll collector window. This component shall allow the customer without cash and without a valid toll account transponder to quickly pay the toll using a valid credit card in a self-serve manner regardless of whether a toll collector is present at the booth or the toll lane is unattended.

The PCT will have instructions mounted on the unit to assist the customer in making the payment.

Toll rate of the vehicle is then displayed to the motorist on the PTD. The customer would swipe or tap the credit card through the reader device. The card transaction shall be verified and when authorized will notify the customer that toll is paid and be promoted for the option of receiving a paper receipt. When the correct toll is paid, the "Toll Paid" is shown on the PTD or display.

If a traffic barrier gate is present and configured to be in service, it will rise to allow the vehicle to exit the toll lane.

For all credit card transactions, the System shall retain an image of the vehicle that shall be linked to the corresponding TVAS information and UFM so the vehicle can

be pursued for payment via Toll-by-Plate or violation if the credit card transaction is disputed.

Credit card transactions will be processed in accordance with COUNTY policy and business rules, but will not require a customer signature, or PIN in the toll lane. The Contractor shall provide payment card processor services.

1.7.2. PAYMENT CARD REQUIREMENTS

1.7.2.1. The PCT device shall be capable of accepting standard credit cards or debit cards that do not require the use of a PIN or keypad from leading providers such as Visa, MasterCard, Discover and American Express.

1.7.2.2. The toll amount due in the PCT equipped toll lane shall be based on the active toll schedule for the Lane in accordance with the COUNTY business rules.

1.7.2.3. The PCT shall receive from the Lane Controller a message indicating the toll amount due for the vehicle in the toll lane.

1.7.2.4. The device shall give audible verbal instructions and confirmations in English through configurable setting for loudness and message content, providing step by step instructions to customer, in sequential order so as to assist the customer with the completion of the transaction.

1.7.2.5. The PCT shall have illuminated displays to indicate the sequence of instruction to the customer, as well as indicating the status of the transaction.

1.7.2.6. The PCT shall be equipped with a card entry swipe slot with dual directional magnetic stripe readers.

1.7.2.7. The payment card transaction shall only be associated with the vehicle that is present in the toll lane at the point of payment.

1.7.2.8. The device shall prompt the customer and toll collector to print receipt.

1.7.2.9. When the device confirms that the payment has been made, it shall notify the Lane Controller so the toll transaction can be completed and the customer and toll collector can be notified of the transaction status.

1.7.2.10. Graphical symbol decals or plates shall be installed to the exterior of the PCT device that provide easy-to-understand simple payment instructions including the toll rate to be paid if paying by credit card.

1.7.2.11. The PCT shall be equipped with a card entry swipe slot that is easily usable by the customer while sitting in the driver’s seat of the vehicle.

1.7.2.12. The PCT shall be located on the booth wall on the driver side of the lane, just past the attended payment location or at another location approved by the COUNTY.

1.7.2.13. The Attended lanes Payment Card Terminal shall include a swipe reader adjacent to the toll booth window or in another location approved by COUNTY which allows for the toll collector to swipe the credit card while in the view of the driver.

1.7.2.14. The payment device and other associated apparatus must be ruggedized and suitable for operation in a harsh, humid, UV, marine, beach, outdoor environment that may be subject to vandalism

1.7.2.15. The Contractor provide and shall integrate a payment card processor services into the lane equipment such that the transaction will contain the appropriate tracking number and only the last 4 digits of the customer card.

1.7.3. PAYMENT CARD INDUSTRY (PCI) & SECURITY REQUIREMENTS

1.7.3.1. The System and Payment Card Processor services shall comply with any and all applicable laws, regulations, codes, standards, specifications and guidelines used in the Payment Card Industry for this type of payment application, including, but not limited to the Payment Card Industry Data Security Standards (PCI DSS).

1.7.3.2. The PCT and associated components shall be tamper resistant.

1.7.3.3. A tamper alarm shall be sent to the MOMS when vandalism is detected by the device.

1.7.3.4. The PCT shall support end-to-end encryption (E2EE), or point-to-point encryption (P2PE), from the moment a credit/debit card is presented for payment at the lane to the time the transaction is processed by the merchant entity or bank, including when processing transactions in offline mode.

1.7.3.5. The encryption algorithm used in the E2EE/P2PE solution shall be compatible with the COUNTY's banking institution for processing credit/debit card payments. Note: This requirement shall be able to be adaptable should the COUNTY choose a different bank for payment processing.

1.7.3.6. The encryption solution shall be based on the TransArmor® encryption solution provided by Bank of America Merchant Services / First Data or other approved encryption solution consistent with the Contractor provided Credit card processor or at the COUNTY's discretion the County's payment card processor.

1.7.3.7. Credit/debit card data shall never be in plaintext during the entire transaction process, from the moment the card is read at the card reader to the moment the card is decrypted by the merchant or bank.

1.7.3.8. The encryption solution shall support format preservation such that the last four (4) digits of the credit/debit card number can be used in the transaction message for the attended and PCT's printed receipt.

1.7.3.9. The payment card system shall utilize a communication network for payment data transmission from the PCT that is separate from the toll system network, which will be provided by the COUNTY.

1.8. IN-LANE IMAGE CAPTURE COMPONENT

1.8.1. DESCRIPTION OF COMPONENT

The In-Lane Image Capture component supports the identification of non-cash customers (and vehicles) for payment (i.e. those who cannot be identified by an RFID transponder associated with a valid transponder). This component provides for the capture of images of the license plates of up to every vehicle that passes through the toll lane when triggered by the System.

Image files may be stored at the Plaza or other acceptable location, and shall be provided to the Image Processing Subsystem on query and/or automated process for further analysis and processing when required.

The In-Lane Image Capture component elements may include the following:

- Cameras, weatherproof housing, mounting devices
- Illumination devices (strobe or continuous illumination), mounting devices
- Other associated apparatus
- Image Controller device
- Image Data Storage device

Depending on the subsystem design, automated image processing such as Optical Character Recognition (OCR) may be provided at the Lane-level in addition to, or in lieu of OCR at the back office Image Processing System and integrated with the Image Capture component. However, this section only addresses the in-Lane image capture function. Requirements for automated Image Processing components are provided in the Image Processing Subsystem section 5.4.

1.8.2. IMAGE CAPTURE REQUIREMENTS

1.8.2.1. All toll lanes shall be capable of being equipped with rear license plate cameras; though specific locations (e.g. plaza/lane) will be provided on bid forms.

1.8.2.2. Images shall be retained for a configurable period of time (at least 93 days) for vehicles passing through the toll lane without a valid method of payment.

1.8.2.3. The conditions for saving images shall be configurable.

1.8.2.4. The In-Lane Image Capture component shall transmit data based on configuration for either all, certain, or none of the roadside generated images and data in near-real time via the toll collection System network to the Toll Host.

1.8.2.5. The In-Lane Image Capture component shall be designed such that the correct image is associated with the correct vehicle regardless of vehicle spacing or speed.

1.8.2.6. The In-Lane Image Capture component's rear illumination shall be LED and be restricted to the rear of the vehicle, and not be distracting to a driver's eye.

1.8.2.7. Illuminators, cameras, and light sensors shall be monitored by the MOMS subsystem to detect failures and degradation.

1.8.2.8. The In-Lane Image Capture component design shall incorporate automatic adjustments of the illumination based on such factors as the ambient light, time of day, day of the year, and orientation of the camera, in order to provide the best quality images so that the license plate and vehicle can be identified regardless of where it is located in the field of view.

1.8.2.9. The images shall be saved in open standard file architecture.

1.8.2.10. Each image-associated file name or data file shall be included in the UFM that links an image to a particular transaction and lane.

1.8.2.11. The OCR shall provide the expected region of interest or the license plate for every license plate image.

1.8.2.12. Cameras shall be high-resolution (approximately 2,000 horizontal pixels or higher per lane) to capture enough plate definition information details to enable accurate automated State and plate type determinations to be made.

1.8.2.13. The imaging system shall capture at least 150 pixels per plate-width.

1.8.2.14. The field of view shall be configurable and of adequate size to provide the following:

1.8.2.14.1. Horizontal and vertical field of view of so as to cover the entry toll lane and be able to capture the license plate of the vehicle.

1.8.2.14.2. An image of sufficient clarity and detail such that the back of vehicle must be clearly recognizable to the human eye.

1.8.2.14.3. Properly capture temporary license plate images

1.8.2.15. Contrast-to-noise ratios shall exceed 10:1 to consistently provide high rates of automatic plate read accuracy.

1.8.2.16. Sharpness shall be sufficient to provide for distinct edge line of plate characters and state identification.

1.8.2.17. The mounting brackets for cameras and all necessary accessories required for the camera to operate normally shall be designed to enable expedited alignment for maintenance replacement.

1.8.2.18. All lanes shall be equipped with conduit and junction boxes, poles, camera housings, illumination support, wires, cables, and where specified cameras for In-Lane Image Capture component implementation.

1.9. CUSTOMER INFORMATION, TRAFFIC CONTROL & OTHER IN-LANE DEVICES COMPONENT

1.9.1. DESCRIPTION OF COMPONENT

Devices and components addressed in this section provide the apparatus in the toll lane to communicate information to the motorist; and to control traffic operations and other miscellaneous similar functions.

The in-lane customer feedback devices include the following:

- Patron Toll Display (PTD)
- In-lane Transaction Signal Light (ITL)
- Canopy Lane Open/Closed (Red/Green) Signal
- In-lane Violation Alarm Beacon
- Traffic Barrier Gate

1.9.2. GENERAL COMPONENT REQUIREMENTS

1.9.2.1. The Lane Subsystem shall provide feedback to the customer within two seconds of system interaction (i.e. AVI read, MLT action).

1.9.2.2. All in-lane components shall have exterior enclosures are that are consistent in color and appropriate for the exterior environment, including salt spray, to prevent any appearance of corrosion over the design life of at least 10 years.

1.9.2.3. The messages, signals and patterns for both in-lane feedback (e.g. ITL, PTD) and transponder feedback shall be configurable by lane type, transponder type, transponder status, and payment type.

1.9.3. PATRON TOLL DISPLAY (PTD) REQUIREMENTS

1.9.3.1. The PTD shall display text, numeric, and symbol characters so as to display the amount of toll due, method of payment provided and other configurable transaction details for each lane.

1.9.3.2. The PTD characters shall be easy to read, illuminated and be a minimum of 4-inch high.

1.9.3.3. The PTD shall have at least 9 characters per line, and have at least 2 rows of character text.

1.9.4. IN-LANE TRANSACTION SIGNAL REQUIREMENTS

1.9.4.1. The In-lane Transaction Signal Light shall be installed in all lanes.

1.9.4.2. The signal shall at least have two signal lenses (one red and one green) of at least 6 inch diameter.

1.9.4.3. The Transaction Signal Light unit shall be configurable via the Lane Controller system such to allow for control of multiple different display sequences, such as red, green for cash lanes, and green only for dedicated AVI lanes.

1.9.5. CANOPY LANE OPEN/CLOSED RED/GREEN SIGNAL REQUIREMENTS

1.9.5.1. The System shall be integrated with the existing Canopy Lane Open/Closed Signal Lights located on the front face of the canopy over each and toll lane.

1.9.5.2. The Canopy Lane Open/Closed Signal Lights shall indicate to the motorist customer approaching the toll plaza that the toll lane is either Open (Green) or Closed (Red) to traffic.

1.9.6. VIOLATION ALARM BEACON REQUIREMENTS

1.9.6.1. The violation alarm beacon shall facilitate field enforcement by providing configurable visual (flashing light) and audible (buzzer) feedback indicating a violation event has occurred.

1.9.6.2. A visible strobe violation alarm beacon shall be integrated into the Lane subsystem to provide immediate in-lane feedback for violation events in the lane.

1.9.6.3. The violation alarm beacon shall flash for a configurable period of time after the triggering event occurred.

1.9.6.4. The violation alarm beacon shall return to a “resting state” (i.e. no light flashing) when the next vehicle enters the lane at a specified location even if configured time period has not elapsed. This requirement shall be configurable.

1.9.6.5. The in-lane violation alarm beacon shall be supplemental to the In-Lane Devices component and shall in no way impact lane operations.

1.9.6.6. The violation alarm beacon light and buzzer shall be configurable to be turned on/off individually by light and buzzer for individual lanes and for all lanes as configured at the plaza supervisor level.

1.9.7. Traffic Barrier Gate Requirements

1.9.7.1. Each lane shall be equipped with a high speed traffic gate that opens and closes based on payment status of transactions.

1.9.7.2. Gates shall be configured to open and close from commands from the MLT, Lane Controller, Plaza, and manual switch override.

1.9.7.3. Loss of power to the gate shall result in the gate staying in the open position.

1.9.7.4. Gates shall have easily replaceable (without tools) and padded boom arms with red traffic marking stripes

1.9.7.5. Gates shall have swing-away flanges and booms such that in the event they are struck by a vehicle they can swing away from the vehicle and be reset.

1.9.7.6. Opening and closing time shall be less than 1.0 seconds.

1.9.7.7. The gate shall be equipped with a loop or other device so as not to come down on a vehicle beneath the gate arm.

1.10. Transaction Video Audit Subsystem (TVAS) Component

1.10.1. Description of Component

The Transaction Video Audit Subsystem (TVAS) is a verification tool that will enable individuals to monitor and verify that the System is correctly detecting and classifying vehicles, and will also support the audit function.

The TVAS collects a visual record of the vehicles passing through the toll lanes and the collector actions during the payment exchange. The TVAS shall collect and store time-synchronized motion video. The TVAS will then combine the time-synchronized motion video with transaction data collected and processed by the System to enable the review and audit of in-lane event as traffic passes, and payments are made through the toll lane.

1.10.1.1. The Contractor shall provide a comprehensive TVAS that enables COUNTY staff to verify / reconcile / audit toll transactions from all lanes, to review video of events and/or incidents in the toll lane(s), booths, and to identify possible irregularities.

1.10.1.2. The Contractor shall provide all necessary hardware, software and ancillary equipment required to support TVAS deployment in the toll lanes and booths.

1.10.1.3. The TVAS component shall include without limitation the following elements:

1.10.1.3.1. Color digital cameras, weatherproof housing, mounting devices

1.10.1.3.2. Cameras that perform effectively in ambient light conditions and do not require supplemental lighting

1.10.1.3.3. Other associated apparatus

1.10.1.3.4. Video / Image Controller device

1.10.1.3.5. Video / Image Data Server and Storage device to store a rolling 90 days of activity.

1.10.2. TVAS REQUIREMENTS

1.10.2.1. The TVAS component shall provide live video feed to authorized users of the System, including, but not limited to, authorized COUNTY and Toll Operations Contractor staff at the Toll Host and Plaza levels, and for authorized maintenance staff at the roadside.

1.10.2.2. The video recording from each TVAS camera shall be time-synchronized to the toll System lane and all lane and collector events.

1.10.2.3. The TVAS shall interface with the Lane Controller(s) to receive vehicle transactional data to include elements such as individual loop state changes, AVI transponder reads, vehicle classification, location (Lane / Plaza), date / time, and violation indication.

1.10.2.4. The TVAS shall provide Lane Controller transactional data (as above) overlaid onto the video data displayed on screen.

1.10.2.5. The TVAS shall synchronize and couple all digitized video and corresponding transactional data and store it to allow historical viewing and analysis.

1.10.2.6. TVAS data shall be stored in accordance with the COUNTY's data retention requirements.

1.10.2.7. The TVAS shall include CCTV cameras which are directed toward the exit of the tolling lane(s) to capture video data of vehicles / traffic exiting the lane, as well as an additional camera to capture activities of the collector and customer for payment security at the booth.

1.10.2.8. Camera devices shall record all activity in the Cash count room, and vault storage area.

1.10.2.9. The final location of the camera devices will be determined during the design development phase.

1.10.2.10. The lane view camera shall have a field of view of the full toll lane.

1.10.2.11. TVAS camera(s) shall provide clear color video of the intended subject area regardless of ambient lighting and/or weather conditions.

1.10.2.12. The TVAS shall allow an authorized operator / user to individually set up and configure cameras.

1.10.2.13. The capability to control any / all TVAS cameras shall be UserID and password protected.

1.10.2.14. Camera configuration settings shall be available on a per-camera basis.

1.10.2.15. The user interface shall allow the user to select a video and replay it in real-time, in slow motion, and frame by frame.

1.10.2.16. The user interface shall allow the user to scroll through the selected video with a pointing device (mouse).

1.10.2.17. As video is “scrolled,” transactional data elements shall “scroll” with the video.

1.10.2.18. The TVAS shall provide the ability to save motion video and associated transaction data, save still frame images to a commonly available file format (MPG, JPG)

1.10.2.19. The TVAS shall provide the ability to print selected video images still frames with associated transactional data.

2. PLAZA SUBSYSTEM

2.1. DESCRIPTION OF SUBSYSTEM

The Plaza-level Subsystem supports certain toll operations and revenue management functions that typically occur at the toll plaza such as Operations Management, Cash Management functions for toll collector tour funds and deposits including the Plaza application and cash counting equipment.

For this attended toll plaza, the Plaza Subsystem would have a variety of other support responsibilities too, including lane staffing, cash handling for the individual “tours of duty” and the “bank” (under the responsibility of the supervisor), and the security and monitoring requirements for a staffed location.

The Plaza component may include the following without limitation:

- Plaza Server
- Data Storage
- Workstations
- Printers
- Other associated apparatus

2.2. PLAZA SUBSYSTEMS REQUIREMENTS

2.1.1. PLAZA & TOLL LANE OPERATIONS MANAGEMENT REQUIREMENTS

2.2.1.1. The System shall provide to authorized operations and management staff the ability to monitor toll revenue operations and staff performance via the Plaza and Toll Lane application dashboards, display, and reports.

2.2.1.2. The System shall provide the capability for authorized users to view transactions and reports in near real time.

2.2.1.3. Commands sent from remote locations shall support the ability to operate the plaza or lane(s) for the entire plaza with one command or for individual lanes at the plaza.

2.2.1.4. The Plaza Subsystem shall provide dashboard / monitor capability for the following functional areas, at a minimum:

2.2.1.4.1. Lane Activity Monitor

2.2.1.4.2. MOMS Alarms / Alerts

2.2.1.4.3. Toll Collector Activity

2.2.1.4.4. Toll Plaza Activity

2.2.1.4.5. Lane Operations Mode

2.2.1.4.6. TVAS

2.2.1.4.7. Other CCTV Surveillance

2.2.1.5. Authorized plaza staff shall have their own Plaza-based dashboard according to their authorization level.

2.2.1.6. All dashboards shall be capable of being printed, or saved to a PDF file.

2.2.1.7. All dashboards shall use matrices, graphs or dials to visually convey information with drill-down to detailed data.

2.2.1.8. The System shall allow an authorized user to and view activity for a specified lane and shall display the following at a minimum:

2.2.1.8.1. Transactions (individual and summarized by lane, direction, collector, time duration, revenue, payment method, volume)

2.2.1.8.2. Lane status

2.2.1.8.3. Ability to view data/logs pertaining to Special Event mode lane activity

2.2.1.8.4. In-Lane Image Capture component configuration activity / status

2.2.1.9. For a selected lane, the Operations Management application shall provide a view of rolling transactions on the screen that include at a minimum and without limitation, the following:

2.2.1.9.1. Revenue collected

2.2.1.9.2. Revenue expected (cash, payment card, SunPass, no payment and others)

2.2.1.9.3. AVI information

2.2.1.9.4. Payment method (cash, payment card, Toll Pass, SunPass, no payment and others)

2.2.1.10. The Operations Management application shall allow an authorized user to view Lane and Toll Collector activity as tolls are collected in the lane.

2.2.1.11. The Operations Management application shall provide authorized users with near real time operations-related information by lane, plaza, or employee ID that is configurable by an authorized user.

2.2.1.12. The Operations Management application shall be configurable and able to view rolling transactions on the screen that allow for proper understanding of the operations of the plaza, which may include at a minimum the following:

2.2.1.12.1. Collector performance and activity in near real time

2.2.1.12.2. Lane login time

2.2.1.12.3. Time in Standby mode

2.2.1.12.4. Trends in shortages and overages

2.2.1.12.5. Comparison of similar historical lanes

2.2.1.12.6. Revenue collected

2.2.1.12.7. Revenue expected

2.2.1.12.8. AVI information

2.2.1.12.9. Payment method

2.2.1.12.10. Existing alarms

2.2.1.12.11. Link to TVAS CCTV video clip with transaction data, and/or time and date stamp

2.2.1.13. The Toll Plaza Activity Monitor shall include an indicator showing if the lane collection mode and the lane status.

2.2.1.14. The Operations Management application shall allow an authorized user to control lane operations modes such as Open, Close Standby (attended lanes only), or Maintenance mode for individual or all lanes.

2.2.1.15. Authorized users at another location on the toll System network shall have the capability to access the plaza facility with full functionality based on user access privileges

2.2.1.16. Authorized users shall have the capability to search and view the transaction information in the database (either a the plaza or host level based on the Contractor's design) of transaction over a rolling term of 365 days data based on various search criteria and combinations of the parameters, including but not limited to:

2.2.1.16.1. Date and time ranges, lane (individual or all), transaction payment types, transponder number, license plate number (based on optional OCR implementation), collector ID, images, and other parameters to be determined during the design.

2.2.1.16.2. The results of the searches may viewed, printed, stored or exported in CSV format.

2.2.2. CASH MANAGEMENT - TOLL COLLECTOR FUNDS REQUIREMENTS

2.2.2.1. The Plaza Subsystem shall support all operational procedures for cash handling at the plaza as provided during design including an application for tracking Toll Collector tours; relief tours and cash pick-ups; deposits and associated money bags; and printing deposit receipts.

2.2.2.2. The System must allow deposit receipts to be reprinted.

2.2.2.3. The Plaza application shall provide a “Tours Without Deposits” page that allows plaza managers/supervisors to make a deposit on behalf of a Toll Collector.

2.2.2.4. The Cash Management application shall capture, store in the Plaza database, and forward to the Toll Host all supervisor and Toll Collector deposit information as Event messages.

2.2.2.5. The System shall notify the Toll Collector if the first input cash deposit does not match the System-expected deposit.

2.2.2.6. The System shall then allow the Toll Collector to make one second/final revised deposit with no further indication to the Toll Collector if a mismatch exists.

2.2.2.7. The entry of money bag numbers into the Plaza Subsystem shall incorporate an appropriate automated method for numeric data capture (e.g. barcode, etc.).

2.2.2.8. All data to be recorded in event messages shall be defined during System design.

2.2.3. CASH COUNTING EQUIPMENT

2.2.3.1. Cash counting equipment shall be provided that is integrated to the system to count coins and bills and to report counting actions.

3. TOLL HOST SUBSYSTEM

3.1. DESCRIPTION OF SUBSYSTEM

The Toll Host Subsystem is at the highest (3rd) level of the three-tier RTCS System architecture (Lane, Plaza, and Toll Host).

The Toll Host is the functional hub of the System for receiving, processing and storing all traffic and revenue data in the form of toll transactions and other data. The Plaza(s) (current and any future) report to the Toll Host and all roadside Lane Controllers send / receive information to / from the Toll Host through the Plaza subsystem (or directly to the Plaza/Host if combined).

The Toll Host serves as the Toll Collection System element that interfaces with the back office elements (e.g. Image Processing Subsystem, Customer Service Center (CSC), Toll Enforcement Center (TEC), and future CCSS or equivalent, etc.) for image processing; payment processing; toll account hosting; violation processing, collections and toll enforcement.

The host will provide a web based toll account solution to update, maintain, manage and renew annual pass accounts as well as supporting payment card processing.

The Toll Host will also provide necessary external interfaces for some processes including, but not limited to, payment processing, toll account hosting, and other related support functions.

The Toll Host provides functionality to support toll operations management, accounting and audit including complete database, reporting and user-friendly application capability, and its interface with the COUNTY's enterprise financial accounting system.

The Toll Host will support System health and maintenance through the MOMS.

In addition, the Toll Host provides functions for general system management, system administration, system access control, account management, transponder CSC, UFM amendment management and reconciliation, archiving, back-up and restore, and other related functions.

3.2. TOLL HOST REQUIREMENTS

3.2.1. GENERAL REQUIREMENTS

3.2.1.1. The Toll Host shall support transaction and account management, reporting, reconciliation, and internal and external interfaces.

3.2.1.2. The architecture of the Toll Host shall prevent any single point of failure that would result in both the primary and secondary systems having missing or corrupted data.

3.2.1.3. The Toll Host hardware shall be sized to meet or exceed performance requirements and shall support with no additional hardware an initial design of 50% more data processing and storage capacity than occurs in a normal year.

3.2.1.4. The Toll Host may also support the Back Office System computing and database requirements.

3.2.1.5. Single sign-on for access to all PCI DSS System applications and one single sign for all non-PCI DSS applications (with proper authorization).

3.2.1.6. The COUNTY desires that the System not store credit card information.

3.2.1.7. The Contractor shall provide a third party for credit card payment and terminal services.

3.2.1.8. The Toll Host subsystem architecture shall account for a future concept of the statewide CCSS that may result in certain aspects of the COUNTY's back office processing functions being relocated or discontinued over time.

3.2.2. CONFIGURATION TABLES & PARAMETERS

3.2.2.1. Operating parameters shall be highly configurable and capable of being easily modified by the COUNTY without the knowledge of the database or software operations.

3.2.2.2. Operating shall be table driven, and all tables shall be exportable, and editable by the authorized user (e.g. toll configuration tables; tables of authorized toll account customers, Transponder Lists, License Plate Lists, etc.)

3.2.2.3. The Toll Host shall automatically upload and download data to and from the Lanes and / or Plaza.

3.2.3. TOLL RATE SCHEDULE REQUIREMENTS

3.2.3.1. The Toll Host application shall provide the capability to establish multiple toll rate schedules for use by the System by authorized users.

3.2.3.2. Each toll rate schedule shall be based on a configurable set of parameters including, but not limited to, the following:

3.2.3.2.1. Method of payment

3.2.3.2.2. Special Event

3.2.3.3. Each toll rate schedule shall address each individual vehicle classification used on the COUNTY's toll System.

3.2.3.4. The number of individual toll rate schedules shall be configurable, with a minimum of a current and future active rate schedules.

3.2.3.5. The System shall be able to retain all inactive toll schedules.

3.2.3.6. The Toll Host shall be able to "push" the toll schedule(s) to the Plaza and toll Lanes as necessary for automatic implementation immediately, or for a predetermined time or specific time duration of use, or continuous use.

3.2.3.7. The Toll Host application shall provide a method to allow authorized COUNTY staff to create, update, save, and activate a new toll schedule via a user interface.

3.2.3.7.1. Users shall be able to "pre-load" toll schedules so they will be ready to take effect at a specified date/time in all Lanes.

3.2.4. TRANSACTION PROCESSING REQUIREMENTS

3.2.4.1. The Toll Host shall post transactions to the database in near real-time.

3.2.4.2. The Toll Host shall interface with the Toll Back Office payment processing subsystems to receive files (e.g. transponder and license plate lists, etc.), Toll Pass account posting, listing valid third-party-hosted toll account data (e.g. SunPass®), and also to send appropriate toll transactions out for payment processing.

3.2.4.3. The Toll Host shall also interface with the Image Processing Subsystem (IPS) to send transactions with images requiring human review there for further processing.

3.2.4.4. For any image-based transactions that match the Toll Pass Positive List, the Toll Host / Plaza Host Component shall post them to the appropriate account with a toll amount of $0.00.

3.2.4.5. The Toll Host shall receive transactions from the IPS with images that have been identified for transmission to the CSC/TEC for payment processing in accordance with the COUNTY's business rules.

3.2.5. TRANSACTION MANAGEMENT REQUIREMENTS

3.2.5.1. The Toll Host shall be responsible for receiving, managing and storing transactions from all COUNTY toll Lanes.

3.2.5.2. The Toll Host shall serve as the common depository of the UFM transaction data.

3.2.5.3. The Toll Host shall hold the official record copy of the UFMs and all UFM amendments.

3.2.5.4. During the Transition Period, transactions from legacy lanes shall continue to be processed by the legacy plaza host, and shall not be transmitted to the new Toll Plaza Host.

3.2.6. DATA SECURITY, PRESERVATION & AUDITABILITY REQUIREMENTS

3.2.6.1. The Toll Host shall ensure that no UFM transactions are lost or deleted.

3.2.6.2. The Toll Host shall verify that no information is missing in any UFM and shall validate related business policies for the data (i.e. automatic operations in the application to check for duplicates and/or check the toll rates on transactions).

3.2.6.3. The Toll Host shall have the capability to check transaction sequence numbers for purposes of audit and review.

3.2.6.4. In the event of a communication or transmission failure, the Toll Host shall manage the re-transmission of data to ensure no loss or duplication of transactions.

3.2.7. UFM AMENDMENT REQUIREMENTS

3.2.7.1. The Toll Host shall have a user interface to enable authorized users to create manual amendments to the UFMs.

3.2.7.2. The Toll Host shall be able to automatically generate amendments to the UFM.

3.2.7.3. The Toll Host shall process System generated amendments to the UFMs received from the COUNTY's Back Office (CSC/TEC), SunPass Back Office System (BOS), and in the future from the CCSS (or equivalent).

3.2.7.4. The Toll Host shall be able to send amendments via system interface to the SunPass System, or the future CCSS, or equivalent Back Office CSC/TEC.

3.2.8. INTERACTION WITH COUNTY BACK OFFICE SYSTEM FOR HOSTING TOLL PASS ACCOUNTS

3.2.8.1. The Toll Host shall interact with the new Contractor-provided COUNTY Back Office Subsystem for hosting COUNTY Toll Pass Accounts.

3.2.8.2. See Section 5 for further detailed requirements for the COUNTY Back Office Subsystem.

3.2.8.3. The Toll Host shall interact with Lanes, Plaza and with the COUNTY Back Office Subsystem to support the operational use of a Transponder List of valid transponders and vehicle license plate numbers associated with valid Toll Pass accounts hosted by the COUNTY.

3.2.9. INTERACTION WITH SUNPASS BACK OFFICE SYSTEM & CCSS REQUIREMENTS

3.2.9.1. The Toll Host shall send UFM transactions (non-cash and non-Toll Pass transactions), as necessary, to the SunPass System (or CCSS, or equivalent

once available) for payment processing after any initial transaction processing required for data integrity checks.

3.2.9.2. The Toll Host shall receive UFM amendments sent from the SunPass BOS and in the future from the CCSS or equivalent (once available).

3.2.9.3. Upon receipt of the UFM amendment from the SunPass BOS, the Toll Host shall post it to the appropriate account(s) for reconciliation, settlement, closeout and/or collection/enforcement action, and account aging reconciliation.

3.2.10. POSITIVE LIST, TRANSPONDER LIST & LICENSE PLATE LIST REQUIREMENTS

3.2.10.1. The System shall be capable of managing, storing, creating, merging and operating with Transponder Lists and License Plate Lists and associated statuses and related information provided to the Toll Host from the COUNTY Back Office Subsystem, SunPass System, CCSS or equivalent on a periodic basis of no less than 10 times a day for SunPass and near real-time for COUNTY Toll Pass accounts.

3.2.11. TRANSACTION STORAGE REQUIREMENTS

3.2.11.1. The System shall be sized for its current load of transactions plus a factor of safety of 50%, assuming that 10% of all transactions will be image-based transactions, and assuming an annual transaction growth of 10% per year.

3.2.11.2. All Transaction messages shall be retained at the Toll Host for a minimum of three (3) years.

3.2.11.3. Transaction messages that have been stored in the Toll Host for at least three (3) years shall be automatically moved to long-term archive.

3.2.12. RECONCILIATION PROCESSING REQUIREMENTS

3.2.12.1. The Toll Host shall provide a System-wide reconciliation process.

3.2.12.2. The reconciliation process shall use the initial UFMs without subsequent amendments (from the Lanes/Plaza) and compare these initial UFMs to the UFMs processed by the Toll Host.

3.2.12.3. The Toll Host shall provide auditable reports showing the results of the reconciliation process at both the detail and summary levels.

3.2.12.4. See Section 8 for Reporting Requirements.

3.2.12.5. The Toll Host shall provide the necessary tools/functions to reconcile UFMs (initial and subsequent amendments) with the COUNTY's Toll Pass, image based transaction and SunPass System or future CCSS or equivalent.

3.2.13. TRANSACTION VIDEO AUDIT SUBSYSTEM (TVAS) DATA MANAGEMENT REQUIREMENTS

3.2.13.1. TVAS files shall be accessible to authorized users

3.2.13.2. Toll Host application users shall be able to select the video they want to see in their browser window by entering the date, time, location, or just entering the UFM transaction number, or license plate.

3.2.13.3. See Section 1.10 for further requirements of the TVAS.

3.2.14. ALARM & EVENT MESSAGE HANDLING REQUIREMENTS

3.2.14.1. The Toll Host shall receive alarm messages from the System and be displayed by the Toll Host dashboards in a configurable manner.

3.2.14.2. The Toll Host shall receive and store for reporting and audit purposes, event messages, including collector tour closeout and reconciliation messages received from the System.

3.2.15. HOST-LEVEL DASHBOARDS

3.2.15.1. The System shall provide Dashboards provide information on the System operation and performance.

3.2.15.2. Dashboards that shall be provided for various users and be viewable based on user authorizations and provide information for executive, operations managers, financial managers, plaza managers, auditors, operations staff, and maintenance staff

3.2.15.3. Information presented shall report on current and historic information to allow for analysis of operational trends, alerts, traffic and revenue data, maintenance alert, and operational support

3.2.15.4. The Contractor shall meet with the COUNTY during the design process to identify specific information to be presented and format of the dashboards.

3.2.15.5. Information format should be in tabular and graphical formats to allow for quick analysis and understanding.

3.2.15.6. System Data

3.2.15.6.1. Traffic data comparing current traffic to the previous day at the same time, showing last eight (8) days of traffic by vehicle class of daily traffic for manager views, and provide an executive dashboard should include a 13 month running totals.

3.2.15.6.2. Revenue data comparing current expected revenue (not actual) to yesterdays at this time, showing last eight (8) days of expected revenue

for manager views, and executive dashboard should include a 13 month running totals.

3.2.15.6.3. Revenue dashboard should also provide overview of the actual revenue include cash count outs and audit details allowing for comparisons of expected to actual collected.

3.2.15.6.4. Transaction summary dashboard show transaction by volumes by location, transaction type with real-time and running totals for last eight (8) days

3.2.15.6.5. Data Transmission / Reconciliation dashboard showing the status of data interfaces between systems and indication of indication of reconciliation of data sent and received metrics

3.2.15.6.6. System Health indicates the current health of the System (Lanes, Plaza, Host) and associated servers' operational mode, status, up time, memory, CPU and storage utilization, critical system alert indicators, and network status.

3.2.15.7. Financial dashboards reports on audit status, payments and revenues, aging transactions, on daily, weekly, 12 months tabulations

3.2.15.8. Operations Management dashboards provide operational metrics, by toll collector, call center operator, image reviewer or any other staff position

3.2.16. SYSTEM ADMINISTRATIVE FUNCTIONS REQUIREMENTS

3.2.16.1. Managing and monitoring of Toll Host computer operations shall be accomplished by means of Remote System Management techniques.

3.2.16.2. All routine systems administrative processes shall be automatic and failure of any process shall result in a notification to the System Administrator.

3.2.16.3. Alarm messages shall be created for process failures routed through the MOMS.

3.2.16.4. System logs shall be provided for all processes and the logs shall have sufficient information to help analyze the problem.

3.2.17. REPORTING CAPABILITY

3.2.17.1. The System shall provide a commercially available complete report system such as Crystal Reports or an approved equal, to support comprehensive reporting of activity, performance and financial / audit data of all activities at the Host level.

3.2.17.2. For additional Reporting Requirements, see Section 8 Reporting Requirements

3.2.18. BACKUP & RESTORE REQUIREMENTS

3.2.18.1. A comprehensive backup strategy shall be developed for the Toll Host to incorporate the ability to store an offsite copy of all data, programs, configuration files, etc., required to rebuild the System.

3.2.18.2. The Toll Host shall include the capability to automatically back up, including “hot” backups, all System data on a daily basis without manual intervention using appropriately sized and configured tape and/or disk subsystems.

3.2.18.3. The daily system backup must run unattended, must be completed in a reasonable amount of time and must run in such a way that it does not negatively impact or interfere with daily operations.

3.2.18.4. The System shall be able to recover data from the Plaza subsystem and Lanes without disruption to Toll Host operations, if there is a catastrophic failure that results in the loss of data communications.

3.2.18.5. The Toll Host and all its configuration settings shall be “imaged” to reduce the time to restore the Toll Host in case of a disaster.

3.3. SOFTWARE REQUIREMENTS

3.3.1. OPERATING SYSTEM REQUIREMENTS

3.3.1.1. The Toll Host server’s operating system (OS) shall be a COTS product which provides at a minimum multi-user, multi-tasking, multi-threading and 64-bit support.

3.3.1.2. The Toll Host OS shall be the latest full stable release available at System Detailed Design Approval including all security and release patches.

3.3.1.3. The Toll Host OS shall support the proposed communications topology, redundant server configuration, database software and the Contractor’s application software.

3.3.2. DATABASE MANAGEMENT SYSTEM (DBMS) REQUIREMENTS

3.3.2.1. The Database Management System (DBMS) shall be a scalable enterprise-level commercial-off-the–shelf (COTS) product.

3.3.2.2. The DBMS shall be capable of supporting the redundant Toll Host architecture.

3.3.2.3. The DBMS shall be the latest full stable release of the product at the acceptance of the Design including all security and release patches.

3.3.3. NETWORK MONITORING REQUIREMENTS

3.3.3.1. The Toll Host shall include network monitoring software to monitor the System network status and communications, including the connection to the Toll System and external systems.

3.4. HARDWARE REQUIREMENTS

3.4.1. GENERAL HARDWARE REQUIREMENTS

3.4.1.1. The Toll Host, including all major hardware elements, shall be of the latest design available as of the time of the Detailed Design Approval.

3.4.1.2. The Toll Host shall be an application server(s) environment supporting all interfaces to the System.

3.4.1.3. The Toll Host hardware shall include, but not be limited to, hot-swappable drives and components.

3.4.1.4. The Toll Host architecture and design shall incorporate auto-failover minimizing downtime if any single hardware component should fail.

3.4.1.5. All Toll Host components shall be rack mounted on standard computer racks provided by the Contractor. These may include, but not limited to, the Toll Host server(s), the data storage hardware and reports server if needed by the Contractor's design.

3.4.1.6. The data storage shall utilize a minimum of RAID 5 load sharing to optimize performance and to achieve continuous near real time synchronization.

3.4.1.7. The server configuration for the Toll Host application shall consist of a primary server located at the COUNTY Central Office Complex, and a secondary server located at a back-up location designated by the COUNTY.

3.4.1.8. All Toll Host server(s) shall consist of the same hardware and software and be capable of being deployed in any primary or back-up installation after configuration.

3.5. SYSTEM INTERFACE REQUIREMENTS

3.5.1. GENERAL INTERFACE REQUIREMENTS

3.5.1.1. The Toll Host shall send and receive from the Plaza and/or Lanes without delay and ensure that no data is lost in transmission.

3.5.1.2. The Contractor shall define interfaces in the form of an Interface Control Document (ICD) for the Toll Host all subsystems and external interfaces such as the SunPass back office and future CCSS.

3.5.1.3. Transmission of images and data from the Toll Host and Plaza and/or Lanes to the subsystems and external interfaces shall allow for guaranteed transmission, re-transmission, and/or recovery of data and images.

3.5.2. TOLL HOST – COUNTY CUSTOMER SERVICE CENTER FOR TOLL PASS ACCOUNT HOSTING - BACK OFFICE SUBSYSTEM INTERFACE REQUIREMENTS

3.5.2.1. The Contractor shall define interfaces in the form of an Interface Control Document (ICD) for the Toll Host and Customer Service Center Back Office Subsystem (CSC BOS).

3.5.2.2. The CSC BOS shall be able to transmit and receive appropriate information, including the UFM transaction data, image and amended license plate processing data to and from the Toll Host, which may then sent by the Toll Host either to the SunPass System, future CCSS or equivalent; or (pushed or on-demand) to the COUNTY TEC for processing.

3.5.2.3. The interface shall support the requirements listed in Section 5, Interaction with COUNTY Back Office System for Hosting Toll Pass Accounts, above and other related sections herein.

3.5.3. TOLL HOST - COUNTY FINANCIAL ACCOUNTING SYSTEM INTERFACE REQUIREMENTS

3.5.3.1. The System shall provide and support an interface from the Toll Host to the COUNTY's Financial Accounting System, providing both summary and detailed G/L data.

3.5.4. TOLL HOST – SUNPASS, CCSS OR EQUIVALENT EXTERNAL INTERFACE REQUIREMENTS

3.5.4.1. The interface(s) between the Toll Host and the SunPass System, CCSS or equivalent shall be in accordance with the Interface Control Documentation for the SunPass System.

3.5.4.2. The interface between the Toll Host and the future CCSS or equivalent shall be in accordance with the Interface Control Documentation for the CCSS (or equivalent) system.

3.5.4.3. The Toll Host shall receive from the SunPass Back Office System, CCSS or equivalent for transmission to the Plazas/Lanes files and data of the following types without limitation:

3.5.4.3.1. Transponder Lists

3.5.4.3.2. License Plate Lists

3.5.4.3.3. Requests for images or related data

3.5.4.3.4. Amendments to UFM messages

3.5.4.4. The Toll Host shall make available to the SunPass System, future CCSS or equivalent files and data of the following types without limitation:

3.5.4.4.1. Lane transaction data (in UFM format) and amendments to the UFM

3.5.4.4.2. Images or related data captured in the Lanes

3.5.4.4.3. Requests for images or related data

3.5.4.4.4. Transponder Lists

3.5.4.4.5. License Plate Lists

3.5.5. TOLL HOST - OTHER ENTITIES EXTERNAL INTERFACE REQUIREMENTS

3.5.5.1. The Toll Host shall have an external interface to support the batch processing of transactions for the deposit of cash for toll operations via the COUNTY's existing banking service provider(s).

3.5.5.2. The Toll Host shall have an external interface with the capability to support the receipt of reconciliation data from the COUNTY's banking partners, including the following, without limitation:

3.5.5.2.1. Point of sale and payment card processor for lane and back office payment card transaction reconciliation

3.5.5.3. The Toll Host shall have provisions for future external interfaces with the following entities:

3.5.5.3.1. External Service Provider(s) that provide services for toll accounts hosted by third-parties from which the COUNTY accepts payment. Such service providers include the following without limitation: SunPass back office or CCSS (e.g. Florida Centralized Customer Service System) other 3rd Party Service Provider, or future COUNTY service provider.

3.5.5.3.1.1. This is anticipated to be a two-way interface to send transactions from the Toll Host to the third-party toll account host (e.g. CCSS) for processing and to receive amended UFMs and/or Transponder Lists and License Plate Lists from the third-party toll account host (e.g. CCSS).

3.5.5.3.2. External Service Provider(s) that provide services for Post-payment / Violation Processing & Collections in event the COUNTY elects to outsource the tasks of violation processing, license plate look-up, collections, etc. to a third-party (e.g. to either another Agency or CCSS, or an independent third-party).

3.5.5.3.3. The Florida DHSMV (Department of Highway Safety and Motor Vehicles) in the event the COUNTY elects to handle in-house the process for toll enforcement, including without limitation, the issuance of Registration Stops / Holds for license plates determined to have not paid the tolls.

3.5.5.3.4. The Judicial Court System(s) in the event the COUNTY elects to handle in-house the process for toll enforcement, including without limitation, the issuance of Uniform Traffic Citations for toll violations

3.6. PAYMENT CARD PROCESSOR SERVICES

3.6.1. GENERAL REQUIREMENTS

3.6.1.1. The Contractor shall provide the services of a payment card processor to process all credit/debit card payments from the lane transactions and the CSC Toll Pass transactions. The COUNTY may elect to require the Contractor to use an existing payment card processor under contract with the COUNTY for such services.

3.6.1.2. The payment card processor shall follow all PCI, security, encryption requirements contained in this Requirement document.

3.6.1.3. The Contractor shall integrate the system with the payment card processor systems so as to meet the requirements of this document.

3.6.1.4. The payment card processor will properly interface with the COUNTY'S banking service provider such that all transactions are properly deposited and appropriate records are provide of all transactions on at least a daily, weekly, and monthly basis.

3.6.1.5. The payment processor shall meet all performance metrics for the speed of authorization of transaction for the lane, CSC and web applications.

3.6.1.6. The Contractor and payment card processor shall not transmit unencrypted data in any location at any time.

3.6.1.7. The Contractor shall ensure that payment processor's web portal for payment of transactions from the CSC and the web application meets all PCI and payment card security requirements for internet commerce.

4. MAINTENANCE ONLINE MANAGEMENT SUBSYSTEM (MOMS)

4.1. DESCRIPTION OF SUBSYSTEM

The Maintenance On-line Management Subsystem (MOMS) is primarily responsible for supporting the health and maintenance of the System on a 24/7 basis. It does this by monitoring the various System components, detecting conditions that require attention, and notifying the appropriate personnel via an alert/alarm when such conditions exist that requires remedial or other action.

The MOMS also supports the execution of System maintenance operations through its dashboards showing system health status and other vital indicators; work order generation and tracking; record of maintenance service activities and performance including preventive, predictive and corrective maintenance; asset inventory including spare parts; warranty records; etc.

The MOMS Subsystem is integrated with all parts of the System from the Toll Host, Back Office to the Plaza, to the Lane level.

4.2. REQUIREMENTS

4.2.1. GENERAL – MOMS APPLICATION REQUIREMENTS

4.2.1.1. The MOMS application shall either be integrated with the Toll Host or provided as an application on a separate server.

4.2.1.2. The components of the MOMS shall be configurable to allow flexibility and adaptability in using the System and in defining reporting requirements.

4.2.1.3. The MOMS application shall provide and utilize configurable alarms, priorities, templates, work orders and work authorizations.

4.2.1.4. Alerts/alarms shall be configurable with regard to thresholds, alert types, alert frequency, delivery method, recipients of specific alert types (including the capability to send them to a 3rd party vendor), service provider, etc.

4.2.1.5. The MOMS application shall allow the Contractor to enter maintenance activity data within a reasonable time after the maintenance activities have occurred.

4.2.1.6. Authorized COUNTY personnel shall have direct access to the MOMS database and the MOMS application.

4.2.1.7. MOMS Notification methods should be configurable and include email, SMS, etc.

4.2.1.8. The MOMS application shall be graphically-oriented where authorized users can view the health of the System in near real time.

4.2.2. System Operational Status Monitoring Requirements

4.2.2.1. The MOMS shall monitor the operational status of System, including its various functional components.

4.2.2.2. If an interface is available, the MOMS shall monitor plaza generator(s), fuel level, and Automatic Transfer Switch (ATS) status.

4.2.2.3. The MOMS shall be capable of network performance monitoring for all UPSs on the System that are equipped to support such functionality, both at the present time or in the future.

4.2.2.4. The MOMS shall monitor UPS battery life for Lane, Plaza, and the Toll Host and report warnings and/or failures.

4.2.3. Alarm Generation

4.2.3.1. The MOMS shall provide appropriate alarms and notifications when the System and/or its various functional components fail to operate as required.

4.2.3.2. The MOMS shall provide appropriate alarms when environmental conditions (temperatures and humidity) exceed acceptable tolerances for toll equipment.

4.2.3.3. The MOMS alarms and notifications shall be designed and delivered in a way that will ensure timely resolution.

4.2.3.4. The MOMS alerts shall notify designated persons of alarm events.

4.2.3.5. Alerts must be fully configurable allowing the COUNTY to provide input to the maintenance service provider / contractor to designate delivery method, alert recipient list, escalation actions, etc. on a per-alarm basis.

4.2.3.6. The MOMS Alarms / Alerts Monitor shall be accessible from the operations and management workstation browser application and shall be able to report the following:

4.2.3.6.1. All event alarms identified during design process, including but not limited to Lane equipment failures, receipt printer jam and low paper status, closed lane transactions, lane Open or lane Closed

4.2.3.6.2. Lane alarms (maintenance, security, and collector) as defined during design

4.2.3.7. MOMS Alarms / Alerts Monitor shall require users to “acknowledge” certain alarms (this is configurable by alarm and recipient group).

4.2.3.8. An audible alarm configurable by alarm type and recipient group shall be issued to alert users if unacknowledged alarms exist to alert users.

4.2.4. TRACKING OF ALARMS, RESPONSE TIME & REPAIR TIME REQUIREMENTS

4.2.4.1. The MOMS shall track alarms, assign priorities and provide reporting and analysis.

4.2.4.2. The MOMS shall identify and track maintenance activities, parts usage, personnel and time.

4.2.4.3. The MOMS shall track response and repair time associated with corrective maintenance.

4.2.4.3.1. Response and repair time shall officially begin once notification has been made from the System or the COUNTY's Operations Contractor, or Maintenance related activity has been received from the COUNTY.

4.2.4.4. The MOMS shall track Mean Time between Failure (MTBF) associated with parts.

4.2.4.5. The MOMS shall track Mean Time to Repair (MTTR) associated with parts.

4.2.5. WORK ORDER MANAGEMENT REQUIREMENTS

4.2.5.1. The MOMS shall initiate and provide work orders from selectable alarms and predefined scheduling such as preventative maintenance activities.

4.2.5.2. Work orders shall be able to be initiated automatically and/or manually.

4.2.5.3. The MOMS shall provide a work order processing and tracking component.

4.2.5.4. The MOMS shall provide status reporting for all work orders.

4.2.6. MOMS DASHBOARD REQUIREMENTS

4.2.6.1. The MOMS shall include a real-time monitoring dashboard application for the display of current transactions and system performance for a particular Lane, Plaza, or for the entire System (if the System includes more than one plaza).

4.2.6.2. Dashboards shall present summary level information and allow user to click on the summary information for more detailed view of data.

4.2.6.3. The MOMS shall provide a dashboard view of the entire toll System shall provide the capability to drill down to view Plaza, individual Lane and equipment status.

4.2.6.4. The MOMS shall feature an application that provides viewable diagnostic data, selectable using different parameters and values.

4.2.6.5. The MOMS dashboard functionality shall include graphically-oriented and color-coded health / diagnostic information that can be used by the COUNTY, operations contractors and the Contractor to easily identify equipment and lane status in real time. For example, green could be used to indicate equipment health, yellow for concern and red for serious problems.

4.2.6.6. Authorized audit staff shall have the ability to view individual Lane device activity for a selectable date/time period.

4.2.6.7. All dashboards shall be capable of being printed or saved to a PDF file.

4.2.6.8. MOMS shall provide for presentation of a tabular and graphical output of data.

4.2.6.9. MOMS shall allow for maintenance priorities to be set to first address items that have the most significant impact on safety and then revenue collection, followed by other operational priorities (i.e. elements with higher impacts on safety, security, revenue collection, etc. vs. elements with lesser impacts). These shall be configurable by an authorized user.

5. BACK OFFICE SUBSYSTEM (BOS)

5.1. GENERAL

5.1.1. DESCRIPTION OF SUBSYSTEM

5.1.1.1. Overview

The Back Office Subsystem (BOS) will interface with the Toll Host (or Plaza Host) to process non-cash toll transactions; to support the business processes for collection and processing payment from customers without cash or a valid registered toll account; and to support toll enforcement for those from whom payment cannot be collected.

5.1.1.1.1. COUNTY Hosting of "Toll Pass" Toll Accounts & Customer Service (Customer Service Center – CSC)

The BOS will provide for the hosting of the COUNTY's "Toll Pass" Toll Accounts, and supporting related Customer Service Center activities including customer interface, establishment and administration of COUNTY-hosted Toll Pass accounts.

Currently, the COUNTY operates a walk-in Customer Service Center (CSC) near the Bob Sikes Bridge for the establishment of Toll Pass accounts, payment of the required fees, and the equipping of customer vehicles with transponders or decals for identification at the toll plaza. Such a walk-in CSC will continue to be required for COUNTY on-site verification the type of vehicle for which the Toll Pass is purchased according to its Business Rules and policies.

The implementation of the new Toll System will require a smooth and orderly transition from the legacy Toll Pass accounts and AVI transponder system to the new AVI electronic Toll System.

5.1.1.1.2. COUNTY Processing License Plate Image (Image Processing Subsystem – IPS)

The BOS will also support the Image Processing function for the identification by license plate number of the vehicle used by non-cash customer for which a valid toll transponder was neither detected, nor recognized.

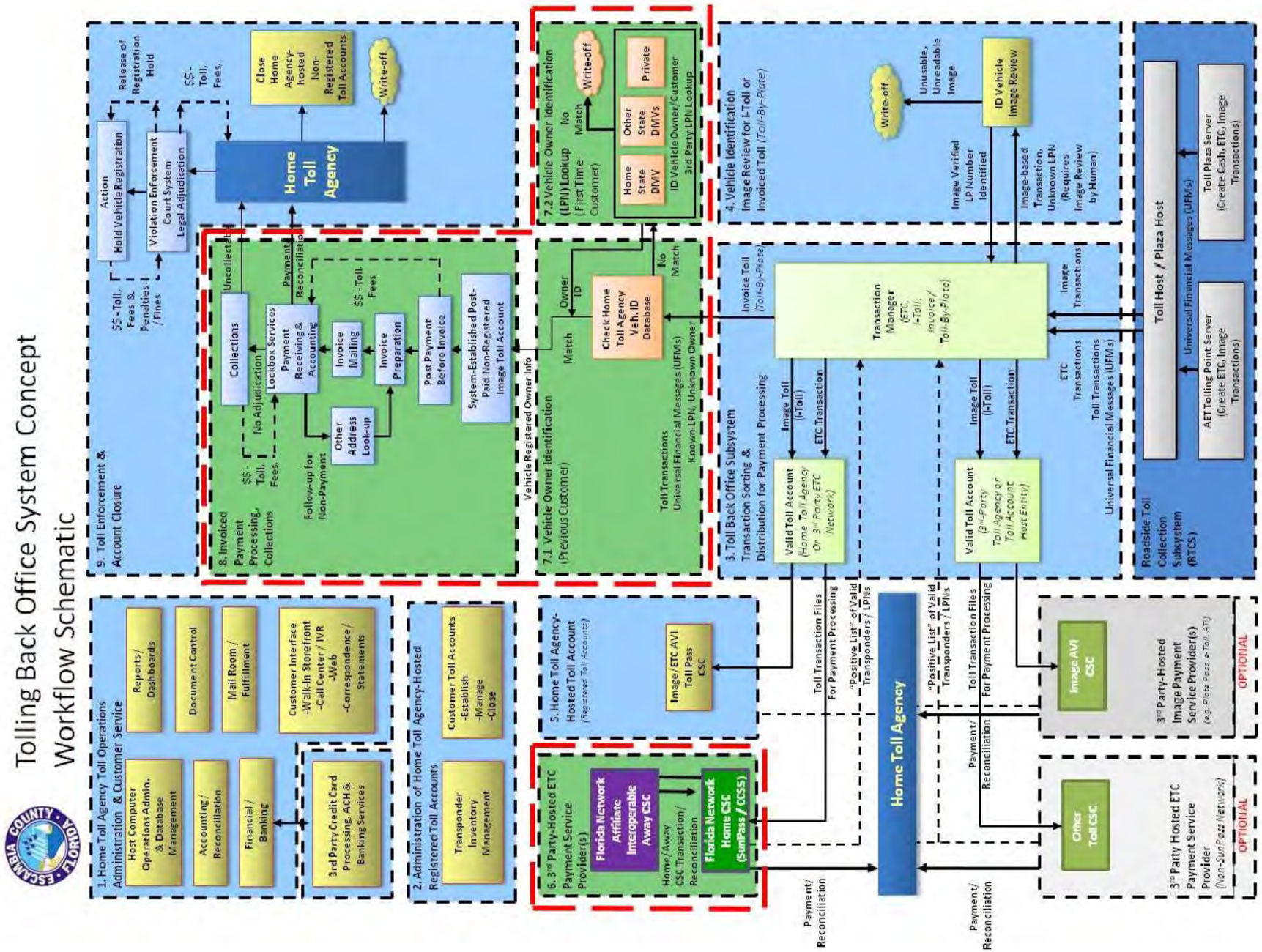
5.1.1.1.3. External Interface with Service Providers for Hosting Third-Party Toll Accounts & Processing of Invoiced Post-Payments

The COUNTY intends to offer its customers the ability to pay tolls electronically on a "pay-by-trip" basis from a valid SunPass toll account hosted by the 3rd-party Florida's Turnpike Enterprise (FTE) by accepting valid SunPass transponders in the toll lane. The System will exchange tolling data files with the FTE SunPass System via a System Interface.

The COUNTY may reduce or discontinue the use of traffic barrier gates in the toll lanes for toll enforcement to improve traffic flow and throughput. The System will capture images of customers that do not pay cash at the booth or have a detectable or valid transponder on their vehicle. After these images are processed to identify

the license plate number and state, they would be sent to FTE SunPass or CCSS for Toll-By-Plate invoiced post-payment, collection and potentially toll enforcement action.

5.1.1.1.4. COUNTY Processing of Post-Payments, Collections & Toll Enforcement (Toll Enforcement Center – TEC) The COUNTY must be able to pursue those customers for post payment, who did not pay tolls at the toll booth, via a valid COUNTY-hosted or third party hosted toll account, or via a third-party invoiced post payment service (e.g. Toll-By-Plate, etc.).


Tolling Back Office System Concept
Workflow Schematic
ESCAMBIA COUNTY FLORIDA
1. Home Toll Agency Toll Operations Administration & Customer Service
Host Computer Operations Admin. & Database Management
Reports / Dashboards
Document Control
Mail Room / Fulfillment
Customer Interface -Walk-In Storefront -Call Center / IVR -Web -Correspondence / Statements
Accounting / Reconciliation
Financial / Banking
3rd Party Credit Card Processing, ACH & Banking Services
2. Administration of Home Toll Agency-Hosted Registered Toll Accounts
Transponder Inventory Management
Customer Toll Accounts -Establish -Manage -Close
6. 3rd Party-Hosted ETC Payment Service Provider(s)
Florida Network Affiliate Interoperable Away CSC
Home/Away CSC Transaction/ Reconciliation
Florida Network Home CSC (SunPass / CSSS)
5. Home Toll Agency-Hosted Toll Account (Registered Toll Accounts)
Image / ETC AVI Toll Pass CSC
Payment/ Reconciliation
Home Toll Agency
Toll Transaction Files For Payment Processing
"Positive List" of Valid Transponders / LPNs
Payment/ Reconciliation
Image AVI CSC
3rd Party-Hosted Image Payment Service Provider(s) (e.g. Pluto Pass e-Toll, ATS)
OPTIONAL
Other Toll CSC
3rd Party Hosted ETC Payment Service Provider (Non-SunPass Networks)
OPTIONAL
9. Toll Enforcement & Account Closure
$$ - Toll, Fees & Penalties / Fines
Action Hold Vehicle Registration
Release of Registration Hold
Violation Enforcement Court System Legal Adjudication
$$- Toll, Fees.
Home Toll Agency
Close Home Agency-hosted Non-Registered Toll Accounts
Write-off
8. Invoiced Payment Processing, Collections
Uncollectible
Collections
No Adjudication
Payment Reconciliation
Lockbox Services
Payment Receiving & Accounting
$$ - Toll, Fees
Invoice Mailing
Invoice Preparation
Post Payment Before Invoice
System-Established Post-Paid Non-Registered Image Toll Account
Follow-up for Non-Payment
$$- Toll, Fees.
Other Address Look-up
Vehicle Registered Owner Info
7.1 Vehicle Owner Identification (Previous Customer)
Toll Transactions Universal Financial Messages (UFMs)
Known LPN, Unknown Owner
Match
Owner ID
Check Home Toll Agency Veh. ID Database
No Match
7.2 Vehicle Owner Identification (LPN) Lookup (First Time Customer)
No Match
Write-off
Home State DMV
Other State DMVs
Private
ID Vehicle Owner/Customer 3rd Party LPN Lookup
3. Toll Back Office Subsystem Transaction Sorting & Distribution for Payment Processing
Invoice Toll (Toll-By-Plate)
Transaction Manager (ETC, I-Toll, Invoice/ Toll-By-Plate)
Image Transactions
ETC Transactions
Toll Transactions
Universal Financial Messages (UFMs)
Image Toll (I-Toll)
ETC Transaction
Valid Toll Account (Home Toll Agency Or 3rd Party ETC Network)
Valid Toll Account (3rd-Party Toll Agency or Toll Account Host Entity)
4. Vehicle Identification Image Review for I-Toll or Invoiced Toll (Toll-By-Plate)
Write-off
Unusable, Unreadable Image
ID Vehicle Image Review
Image Verified LP Number Identified
Image-based Transaction, Unknown LPN (Requires Image Review by Human)
Toll Host / Plaza Host
Universal Financial Messages (UFMs)
Toll Plaza Server (Create Cash, ETC, Image Transactions)
AET Tolling Point Server (Create ETC, Image Transactions)
Roadside Toll Collection Subsystem (RTCS)

5.2. BACK OFFICE SUBSYSTEM REQUIREMENTS

5.2.1. GENERAL

5.2.2. TOLL ACCOUNT TYPES

5.2.2.1. COUNTY-Hosted Toll Account (Time-Based "Toll Pass") Services

5.2.2.1.1. Description of COUNTY-Hosted Toll Account (Time-Based Toll Pass) Services

The COUNTY will continue to offer a time-based Toll Pass (a.k.a. the "Annual Pass") that allows customers with a valid Toll Pass account to use the Bob Sikes Bridge for an unlimited number of passages during the term of the pass (e.g. one year) for a flat fee.

The COUNTY offers two types of Toll Pass accounts: a "Public" annual Toll Pass (for all non-commercial vehicles including motorcycles), and a "Commercial" annual Toll Pass (for all vehicles displaying any commercial markings or advertising, or that are owned by a commercial business).

The current Toll Pass is not prorated, i.e. the Toll Pass is valid for a fixed calendar year period, but price is the same no matter when the Toll Pass is purchased. However, the Contractor's implementation of the pass structure shall allow for a prorated Toll Pass structure, whereby the price can vary according to the length of time remaining in the calendar year validation period from the date of purchase. As part of this Project, the COUNTY will continue to issue a non-prorated pass, as well as a new pass that is prorated by quarters of the year.

Upon establishment of a Toll Pass account, the COUNTY issues an electronic RFID transponder device for automobiles and trucks. For motorcycle accounts, in lieu of a transponder, the COUNTY currently issues a non-RFID identification decal sticker (not a "sticker tag" transponder) that is displayed on the vehicle. The Toll Passes function in generally the same manner regardless of pass type (except for motorcycles, as noted above), as far as the System is concerned, though the prices may differ.

The COUNTY also may offer a non-revenue transponder account to specific entities authorized by the COUNTY to use the bridge with no required toll payments.

The COUNTY currently requires the customer to establish and/or renew a Toll Pass account in person at the COUNTY's Toll Pass sales office / Customer Service Center. As part of the Contract, the Contractor shall develop a future process in which the customer can renew their Toll Pass via the Web so as not to require the customer to visit the Toll Pass CSC in person.

In 2013, the COUNTY hosted over 30,000 Toll Pass accounts and processed Pass transactions at the Bob Sikes Bridge.

5.2.2.1.2. The System shall support the existing Toll Pass Program described below, including the anticipated growth in the number of pass accounts and transactions.

5.2.2.1.2.1. The System shall be able to process all transactions in real time.

5.2.2.1.3. The System shall support the processing and acceptance of payments from 3rd Party-Hosted Toll Accounts (pay-by-trip) (e.g. SunPass) described below, including the anticipated growth in the number of transactions.

5.2.2.1.3.1. The COUNTY intends to be able to accept toll payment on a pay-by-trip basis from customer toll accounts hosted by entities other than the COUNTY, i.e. from third party-hosted toll accounts such as SunPass from Florida's Turnpike Enterprise.

5.2.2.1.3.2. The System shall enable customers with valid third party transponders to pay tolls electronically at the Bob Sikes Bridge.

5.2.2.1.3.3. The System shall enable authorized third party Toll Account Host entities to provide electronically via a System Interface to the COUNTY a "Positive List" of valid transponders and associated license plates.

5.2.2.1.3.4. The System shall enable the COUNTY to in turn, forward via System Interface to the third party host for payment, UFM electronic toll transactions created at Bob Sikes Bridge for such transponders and/or license plates.

5.2.2.1.3.5. After a reconciliation and settlement process, the third party Toll Account Host will reimburse the COUNTY for tolls owed.

5.2.2.2. System-Generated Tracking Accounts for Un-Paid Toll Transactions

5.2.2.2.1. The System shall also utilize a system of internally established accounts for the tracking of unpaid tolls attributed to vehicles whose images were captured while passing through the toll lane either without paying cash at the booth and without a valid readable toll transponder.

5.3. BACK OFFICE SYSTEM (BOS) COMPONENT

5.3.1. DESCRIPTION OF COMPONENT

The BOS may reside on the Toll Host or separate servers meeting all the operational requirements of the Toll Host Server. The BOS components include, toll account Database, CSC element, transponder inventory, and other functions associated with customer account management; the Image Processing System (image review); and the TEC elements for accounting for, tracking and processing unpaid toll transactions, as well as elements to support collection and toll enforcement actions.

5.3.2. GENERAL REQUIREMENTS

5.3.2.1. To expedite the Project, the COUNTY desires a proven BOS that will meet its existing and future business requirements and requires that the Contractor collaboratively work with the COUNTY to develop the business rules to support the BOS.

5.3.2.2. The BOS Host Component shall process Toll Pass transactions and post them to customer Toll Pass accounts.

5.3.2.3. The BOS Host Component shall also, through the interface with the Toll Host and IPS, automatically post transactions (Image Tolls, “I-Tolls”) that were initially classified as image-based transactions but later linked to a valid toll account, to the appropriate toll account.

5.3.2.4. The BOS or Toll Host shall process Image-based transactions received from the Toll Host/Plaza Host; and check them against the COUNTY Positive List of valid Toll Pass account license plates for a match and posting.

5.3.2.5. For any image-based transactions that do not match Toll Pass Positive List, the BOS Host Component shall post them to the appropriate COUNTY receivables account.

5.3.2.6. The BOS Host Component shall then send these via System external interface to the COUNTY’s designated 3rd-party payment processing / collections service provider (e.g. FTE SunPass / CCSS or equivalent, etc.) for payment processing, invoiced post-payment (e.g. Toll-By-Plate, etc.) and collections.

5.3.2.7. The BOS shall also validate related business policies for the data (i.e. automatic operations in the application to check for duplicates and/or check the toll rates on transactions) as developed collaboratively with the COUNTY during the Design Process.

5.3.2.8. Transaction exceptions shall be flagged and provisions made to automatically, or where appropriate to manually modify transactions as data errors are detected so they can be corrected for processing.

5.3.2.9. A permanent log of modifications shall be maintained as part of the UFM amendment.

5.3.2.10. Configurable & Flexible Design

5.3.2.10.1. The BOS Host shall be configurable and flexible to accommodate future business rules and different functionalities.

5.3.2.11. Dashboard Functionality

5.3.2.11.1. The BOS Host shall have a “Dashboard” functionality to allow management to monitor the status of any major component of the System.

5.3.2.11.2. The Dashboard functionality shall provide real time monitoring capabilities with an interface featuring easy to read graphic and text based data presentation.

5.3.2.12. Interface with Toll Host

5.3.2.12.1. The BOS Host shall interface with the Toll Host/Plaza Host in a seamless manner to allow for the transfer of UFM transaction files from the Lane to the BOS Host.

5.3.2.12.2. The BOS Host shall accommodate the distribution of files via the Toll Host to the toll Lanes, such as configuration files, transponder files, license plate files, toll schedules, and other files as required.

5.3.2.13. Distribution of Interoperability Files from the BOS via Toll Host to the Toll Lanes

5.3.2.13.1. The BOS Host shall be able to accommodate and process all required files for distribution via the Toll Host to the toll Lanes for processing interoperable transactions of all necessary Toll Pass and SunPass transponders lists. (e.g. FTE SunPass, etc.).

5.3.2.14. Interface with BOS Accounting & General Ledger System

5.3.2.14.1. The BOS Host environment shall include the BOS accounting capability for processing of account payments and refunds.

5.3.2.14.2. The BOS Host shall interface with the COUNTY General Ledger system and shall have the ability to interface with major accounting packages.

5.3.2.14.3. The System shall be able to export data to other applications, such as COUNTY General Ledger, Microsoft Excel and other applications.

5.3.3. TOLL TRANSACTION PROCESSING, SORTING, & DISTRIBUTION

5.3.3.1. General

5.3.3.1.1. The BOS elements for Transaction Processing, Sorting, and Distribution must be properly and completely integrated with the CSC Component to provide for the following functionality:

5.3.3.1.1.1. Comparison of license plate image review results to CSC database to identify and post transactions for Toll Pass customers.

5.3.3.1.1.2. Transfer on non-matching license plate image review results and associated transaction data files to a third-party service provider (e.g. FTE or other) to determine a match to a known customer account or record.

5.3.3.1.1.3. Support the processing of toll transactions in accordance with the COUNTY Business Rules.

5.3.3.1.2. The System shall be able to sort and post various toll transactions to the appropriate Payment Processor account, such as Toll Pass, SunPass compatible CSC, CCSS, and credit card for payment.

5.3.3.2. Image-Toll (I-Toll) Transaction Processing

5.3.3.2.1. The System shall identify Toll Pass customers, via the comparison of the image review file to the customer license plate data and post the amended transaction to the toll account.

5.3.3.2.2. The CSC application shall recognize when customers have configurable multiple I-tolls and provide Notification letters based on the COUNTY's configurable criteria.

5.3.3.3. Image-based Post-Paid Invoiced / Violation Toll Transaction Processing

5.3.3.3.1. For Image Toll transactions that cannot be posted to an existing account for registered toll customers (either COUNTY Toll Pass or 3rd-Party I-Toll) and processed for payment by that means, the System shall post the transaction to an internally generated account for Post-Payment Violation Processing.

5.3.4. ACCOUNTING - RECONCILIATION & SETTLEMENT OF TRANSACTIONS BETWEEN COUNTY & 3RD-PARTY TOLL ACCOUNT HOST ENTITIES

5.3.4.1. The System shall support a comprehensive, accurate, auditable and secure process for the reconciliation and settlement of claims for toll payments and other transaction processing.

5.3.4.2. The BOS shall receive from 3rd-Party Toll Account Host entities / Payment Processors a file indicating payments due from and made by 3rd-Party-hosted toll accounts.

5.3.4.3. The BOS shall be able to check the COUNTY's records of expected transaction revenue against the 3rd-Party files of toll payments due to the COUNTY and reconcile all transactions, including I-tolls and violations.

5.3.5. TOLL AUDIT & REPORTING

5.3.5.1. The BOS shall support the Toll Audit and Reporting functions of the System.

5.3.5.2. The BOS Host shall provide for System-wide auditing capabilities of CSC payments.

5.3.5.3. See Section 8 for Reporting Requirements

5.3.6. SECURITY

5.3.6.1. See Section 7, Security, Access & Storage Requirements.

5.3.7. DISASTER RECOVERY

5.3.7.1. See Section 0.3.7, Disaster Recovery Requirements

5.3.8. BOS DATABASE COMPONENT

5.3.8.1. General Requirements

5.3.8.1.1. The BOS Database Management System (DBMS) shall be the latest full stable release of the proposed database software available at the acceptance of System Detailed Design including all security and release patches.

5.3.8.1.2. The Contractor shall be responsible for maintenance of the DBMS and for providing all upgrades, security patches and updates to the DBMS.

5.3.8.1.3. The DBMS shall not be more than one level behind the DBMS stable publicized version.

5.3.8.2. Security

5.3.8.2.1. For additional BOS Security Requirements, see Section 7, Security, Access & Storage Requirements.

5.3.8.2.2. The Contractor's DBMS solution shall be secure and meet PCI requirements for all credit/debit card data transmitted to the database via (Customer Service Representatives) CSRs or received via the Internet and shall not store the entire credit card / debit card numbers.

5.3.8.3. Usability & Maintenance

5.3.8.3.1. The BOS DBMS shall provide capabilities to automate setup, job scheduling, and execution of backup and recovery scripts.

5.3.8.3.2. The BOS Host DBMS shall provide performance tuning capabilities to include but not be limited to server, database, table, index and query levels.

5.3.9. SOFTWARE REQUIREMENTS

5.3.9.1. Back Office Application User Interface

5.3.9.1.1. The BOS/CSC application user interface features shall include, but not be limited to the following:

5.3.9.1.1.1. Separate single sign-on for access to all PCI DSS System applications and one for all non-PCI DSS applications (with proper authorization).

5.3.9.1.1.1.1. It is expected that the System will not store credit card information, the Contractor shall provide a third party for credit card payment and terminal services.

5.3.9.1.1.2. A design that ensures the minimum number of user key strokes necessary to achieve a task, with particular attention to tasks that are performed frequently (account opening, updating, transponders, etc.)

5.3.9.1.1.3. Use of barcodes for transponder inventory, and correspondence efficiency.

5.3.9.1.1.4. Inclusion of alert messages for account warning and notifications.

5.3.9.1.1.5. Featuring keyboard shortcuts, in addition to limited mouse operation

5.3.9.1.1.6. Spell Check functionality

5.3.9.1.1.7. Authorized user sorting of data, either ascending or descending, based upon columns displayed

5.3.9.1.1.8. Data filtering capabilities for display of large volumes of data

5.3.9.1.1.9. Process for handling of all aspects of Toll Pass transponder set up, renewals, cancellations, terminations and other account actions.

5.3.9.1.1.10. Automated processes generated on the website between the BOS/CSC and the website for Toll Pass renewals.

5.3.10. HARDWARE REQUIREMENTS

5.3.10.1. CSR Workstations Hardware Requirements

5.3.10.1.1. All workstations shall comply with COUNTY IT Standards

5.3.10.1.2. All CSR workstations shall have dual LCD (minimum 19") screens.

5.3.10.1.3. The BOS workstations shall support the interface to barcode readers and document scanners.

5.3.10.2. Barcode Scanners

5.3.10.2.1. Barcode scanners will assist CSC / IPS staff with scanning barcodes affixed to transponders, notices and other pertinent documents, and insufficient funds payment processing.

5.3.10.3. Document Scanners

5.3.10.3.1. The BOS shall include document scanners to assist staff in scanning documents received by the CSC / IPS.

5.3.10.3.2. The scanned documents shall be retained in the BOS system and shall be associated with the appropriate account / violation and catalogued for easy retrieval.

5.3.10.3.3. Users shall have the ability to retrieve the scanned document based on date/time, account / violation number, and/or document number.

5.3.10.3.4. The BOS provider shall determine the type of equipment and quantity necessary to provide efficient operations.

5.3.10.4. Laser Printers

5.3.10.4.1. The Contractor shall procure, furnish, and install Laser printers to allow users to print receipts, reports, customer correspondence, detailed statements, and violation notices.

5.3.10.4.2. The printers provided shall meet the operational requirements of these Requirements, provided that there shall be at least one high speed color printer provided for special printing tasks.

5.4. IMAGE PROCESSING SUBSYSTEM (IPS) COMPONENT FOR IMAGE-BASED VEHICLE IDENTIFICATION (FUTURE OPTION AT THE COUNTY'S DIRECTION)

5.4.1. DESCRIPTION OF COMPONENT

The Image Processing Subsystem (IPS) provides for the analysis and disposition of images of customer vehicles that have passed through the toll lane. Such images are captured at the roadside by the System based on specific criteria established in accordance with COUNTY business rules, and then are analyzed to determine the identifying license plate number/state of the vehicle. The license plate number/state is then used to first determine if the vehicle is associated with an existing toll

account, and if not, then to identify the registered owner for collection and/or toll enforcement purposes.

Images shall be initially processed through an automated procedure using Optical Character Recognition (OCR) and Vehicle Signature Recognition (VSR); then depending on the success of the OCR / VSR process, the image may require additional manual review and analysis by a human image review clerk.

Once identified, the vehicle license plate number/state shall be added to the toll transaction UFM, then sent by the IPS to the Back Office Host for matching either to a Toll Pass transponder, to a transponder / license plate on a third-party Positive List payment processing or for violation processing to either: 1.) the SunPass System; 2.) the future CCSS (or equivalent); or 3.) in lieu of SunPass, the COUNTY Back Office Toll Enforcement Center.

It is required that the system be designed in the initial phase of implementation with the IPS component fully detailed in the software and hardware design. The IPS will be priced as optional equipment; the County may determine to initially implement the IPS or choose to implement it at a later date. The COUNTY will notify the contractor 6 months prior to the expected implementation if the IPS system and execute a separate direction to proceed on the implementation and testing of the IPS system. The initial implementation of the system will include an image reviewer capable of allowing COUNTY staff to search, review, save, and print images. The initial system will design to include an OCR engine, which will be priced as an Optional item.

5.4.2. GENERAL REQUIREMENTS

5.4.2.1. The IPS subsystem is preferred to have a standalone architecture that is integrated to the Back Office Subsystem.

5.4.3. FUNCTIONAL REQUIREMENTS

5.4.3.1. The BOS elements for Image Processing and Vehicle Identification must be properly and completely integrated with the CSC Component to provide for the following functionality:

5.4.3.1.1. Image review files comparison to CSC license plate database to identify customers.

5.4.3.1.2. Posting image-based toll transactions to existing customer toll accounts as I-Tolls.

5.4.3.1.3. Support the processing of toll transactions in accordance with the COUNTY Business Rules.

5.4.3.2. Automated Image Processing (by Optical Character Recognition)

5.4.3.2.1. The System shall provide the capability for independent Optical Character Recognition (OCR) and image matching for license plate

image processing prior to sorting and evaluating for potential human review.

5.4.3.2.2. The OCR element shall be configurable for the acceptable confidence levels and accuracy rates for automatic processing of images and for QA purposes

5.4.3.2.3. The OCR system shall be used to support the automated review of images and to provide maintenance metrics to monitor camera performance.

5.4.3.2.4. The OCR metrics shall display confidence values, and any other supporting data on all images, sorted by and single cameras, and all cameras. This information shall be available through reports, and dashboards

5.4.3.2.5. The OCR shall be capable of operating stand-alone regardless of the IPS implementation status.

5.4.3.2.6. OCR Performance Requirements

5.4.3.2.6.1. OCR Accuracy Rate is defined using the subset portion of human-readable license plate image sets read accurately by software at a specified confidence level threshold without human review for the purpose of license plate identification. The license plates not captured by software would be sent to manual human review. License plates that characters are touching the frame, or are obstructed from view or bent or damage are not included in the test set.

5.4.3.2.6.2. OCR Error Rate is defined as follows: Out of a set of human-readable license plate images, the number of incorrect reads divided by the total number of reads.

5.4.3.3. Manual Image Review Processing (by Human)

5.4.3.3.1. Workstation Screens shall be user-friendly, providing an efficient process for reviewing images and confirming license plate reads.

5.4.3.3.2. Images shall be sent to reviewers in a manner that allows for a constant feed of images for review.

5.4.3.3.3. The image review system shall process images in a sequence such that the oldest images are reviewed first.

5.4.3.3.4. Images must be high resolution images, in black/white, color or IR.

5.4.3.3.5. Images must be clear and easily enhanced.

5.4.3.3.6. Image enhancement tools shall be provided as part of the System for use to enhance the image quality to facilitate manual review.

5.4.3.4. Completion of Image Review Process

5.4.3.4.1. The image review process for each image will be considered complete when either the license plate number on the image has been sufficiently identified, or the image has been determined to be unusable/unreadable.

5.4.3.4.2. When the image review process has been completed, the IPS shall amend the UFM to add the license plate number and state information, or note that such information is undeterminable.

5.4.3.4.3. The IPS shall then send the UFM and link to the image back to the BOS Host for posting to the database and further processing for payment, posting as uncollectable or other action per COUNTY business rules, as applicable.

5.5. CUSTOMER SERVICE CENTER (CSC) COMPONENT

5.5.1. DESCRIPTION OF COMPONENT

The Customer Service Center (CSC) Component will provide general customer service software, customer relationship management software, and associated server and workstations so that the COUNTY staff can support the Toll Pass electronic toll collection program efficiently and accurately.

5.5.2. GENERAL

5.5.2.1. The CSC Component is the part of the BOS that supports the establishment, maintenance and management of COUNTY-hosted customer toll accounts.

5.5.2.2. The CSC Component shall include the following functionality without limitation:

5.5.2.2.1. Toll Pass Account Management functions such as, initiation, renewal, maintenance, termination and closure.

5.5.2.2.2. Transponder Inventory Tracking & Distribution / Fulfillment

8.4.2.3.4. Interactive and fully integrated Customer Service Website to support customer renewal of the Toll Pass accounts; license plate updates; and account usage statements.

5.5.2.2.3. Operations reporting of Statistics for Key Performance Indicators

5.5.2.2.4. Reconciliation, Audit & Reporting of Toll Pass purchases, renewal, credits, and refunds.

5.5.2.2.5. Customer Relationship Management (CRM), customer contact information, and license plate registration.

5.5.2.3. The CSC Component must be user-friendly, efficient, accurate, and dependable, easily expandable and modifiable.

5.5.2.4. The CSC Component must facilitate, support and enable efficient System operations.

5.5.2.5. The CSC Component must be easily configurable to accommodate COUNTY Business Policies, practices and changes.

5.5.3. CUSTOMER INTERFACE CHANNELS

5.5.3.1. The CSC shall support customer interface with the System via the following channels, at a minimum:

5.5.3.1.1. Walk-in Customer Service Center (facility provided by COUNTY)

5.5.3.1.2. Telephone Call Center (phone system provided by COUNTY)

5.5.3.1.3. Interactive Web site (integrated by Contractor to current web site)

5.5.3.1.4. Mail (Letter generation provided by Contractor)

5.5.3.1.5. E-mail (integrated into existing e-mail system by Contractor)

5.5.3.1.6. SMS Text-messaging (preferred but not mandatory, service provided by Contractor)

5.5.3.1.7. Fax (electronic fax service provided by Contractor, using County telephone line)

5.5.3.1.8. App Service (preferred but not mandatory, service provided by Contractor)

5.5.4. TOLL PASS ACCOUNT MANAGEMENT / ADMINISTRATION

5.5.4.1. General

5.5.4.1.1. The System shall enable the CSR to easily access the customer account by use of multiple methods of identification name, address, phone number, license plate and transponder ID.

5.5.4.1.2. The CSR shall have all access means on a single screen, and shall use a single sign-on to access all CSR applications.

5.5.4.1.3. The System shall provide all the functionalities necessary to properly manage and administer the customer accounts in accordance with COUNTY Business Rules and policies.

5.5.4.2. Toll Pass Account Data

5.5.4.2.1. The System shall provide for the collection and input of data relevant to each Toll Pass account including the following without limitation:

5.5.4.2.1.1. Toll account holder personal identification and contact data

5.5.4.2.1.1.1. Name, address, phone, e-mail, etc.

5.5.4.2.1.2. Vehicle data

5.5.4.2.1.2.1. license plate: e.g. state, number, type, etc.

5.5.4.2.1.2.2. vehicle: e.g. year, make, model.

5.5.4.2.1.3. Toll Pass account data

5.5.4.2.1.3.1. Toll account type (Toll Pass (annual prorated or other), non-revenue, other)

5.5.4.2.1.3.2. Transponder type: e.g. mini (sticker), portable and bumper-mounted, other.

5.5.4.3. Toll Account CSR GUI

5.5.4.3.1. The System shall provide an account detail confirmation screen, with edit capabilities displaying all customer details of previous notes and current fields to be entered.

5.5.4.3.2. Time-saving features such as tabbing and automatically completing city name from the zip code.

5.5.4.4. Toll Account Initiation / Establishment /Renewal Process

5.5.4.4.1. Whether automatic or via manual CSR setup, the System shall provide a method to authenticate that the customer meets the annual pass requirements for account initiation or renewal.

5.5.4.4.2. The System shall provide for Toll Pass account establishment and maintenance through the following channels:

5.5.4.4.2.1. Walk-in customer service center(s)

5.5.4.4.2.2. Secure website (Renewal only)

5.5.4.4.2.3. Call Center

5.5.4.4.2.4. Mail, fax or e-mail

5.5.4.4.3. The System shall provide for Toll Pass account renewals and maintenance through the following channels:

5.5.4.4.3.1. Walk-in customer service center(s)

5.5.4.4.3.2. Secure website (Renewal only)

5.5.4.4.3.3. Call Center

5.5.4.4.3.4. Mail, fax or e-mail

5.5.4.4.3.5. Web online service provided by the contractor

5.5.4.4.4. The System shall be able to recover an interrupted account initiation by an authorized CSC user and a customer renewing once authenticated online.

5.5.4.4.5. The account initiation process shall include the collection and input of all the information required to properly activate, use and manage an account per the COUNTY's business rules and requirements.

5.5.4.4.6. The System shall be able to automatically recognize customers in various scenarios when customer information is entered into the System; for example when a user inputs information that can be linked to an existing account (e.g. customer's name, license plate number, phone number, address) the account record shall pop-up on the screen.

5.5.4.4.7. The System shall be able to prevent duplicate accounts (based on such customer identification).

5.5.4.4.8. The System shall meet all PCI requirements and not store or display credit/debit card numbers, with the exception of only the last 4 digits

5.5.4.4.9. All credit/debit payment card transactions shall be processed by the credit card processor and not the COUNTY staff.

8.4.2.3.4. The System will interface with Contractor provided credit card terminals at the CSC for processing account payments.

5.5.4.4.10. Transponder-Related Functions

5.5.4.4.10.1. A Toll Pass ID device (e.g. transponder, decal, etc.) shall be associated with only one vehicle, i.e. a Toll Pass ID device shall not be used for multiple vehicles.

5.5.4.4.10.2. The System shall be capable of assigning multiple vehicles (each with its own unique Toll Pass ID account device) to a single customer contact.

5.5.4.4.11. The System shall support the processing of various Toll Pass account types including, but not limited to private, commercial, non-revenue and private (handicapped) non-revenue.

5.5.4.4.12. The System shall be able to account for a different pricing structure for each type of transponder.

5.5.4.4.13. The System shall be able to support transponder discount and giveaway, and renewal promotions allowing for reduced / differential cost structure, and promotional codes for discounts.

5.5.4.4.14. The System shall be able to determine the eligibility of a customer for discounted / free /renewal transponder based on zip code, and /or promotional code.

5.5.4.4.15. The System shall be able to provide to a customer or CSR an indication of eligibility of a customer for specialty discounts based on a pre-defined list of accounts (such as renewals).

5.5.4.4.16. The System shall be able to process promotion / coupons and mark an account as opened in connection with a marketing event.

5.5.4.4.17. The System shall be able to process and store in electronic format any relevant document used in the establishment of a Toll Pass account.

5.5.4.4.17.1. For example, if the COUNTY policy is to submit a signed customer agreement or Toll Pass application, the BOS shall be capable of storing said document in .pdf format.

5.5.4.5. Toll Account Maintenance

5.5.4.5.1. The System shall enable an authorized user to update account information.

5.5.4.5.2. The Contractor shall fully define during the Design Phase the restrictions on what data may be displayed, added, or updated by BOS/CSC authorized users and customers directly via the website.

5.5.4.5.3. The System must provide an effective capability to manage access and user access for specific personnel positions and job duties.

5.5.4.5.4. The System shall enable an authorized user to update vehicle information (add, delete, and modify vehicles and license plates on the account).

5.5.4.5.5. Account configurations shall allow for special circumstances such as the following:

5.5.4.5.5.1. The ability to accommodate customers who wish to pay for more than one account

5.5.4.5.5.2. Option for prorated annual pass in increments of prorated discounts (i.e. customer purchasing a Toll Pass 4 months after beginning of annual pass period would pay a prorated reduced price).

5.5.4.5.5.3. Pass durations for less than the full annual period (e.g. by the week, month, quarter, season, etc.) configured by time durations at various programmed rates, depending on duration and time of year.

5.5.4.5.6. The System shall provide the capability for a CSC representative to mark a transponder as lost or stolen and request replacement while removing the previous transponder from valid lists.

5.5.4.5.7. The System shall be able to support the processing of requests for replacement transponders, indicating the reason why, and posting associated fees to the account.

5.5.4.5.8. The System shall be able to support the process of renewing transponder requests from the website, validating transponder ID, name, address, license plate, aggregating all Toll Pass renewals for the customer on one screen, such as multiple passes can be renewed concurrently and provide confirmation and receipt.

5.5.4.5.9. The System shall be able to support the process for temporarily and permanently deactivating a transponder.

5.5.4.6. CSC shall have access to Image-based / Violation, and transaction data

5.5.4.6.1. The System must be able to access information on image-based transactions in the event an I-Toll is posted to the account.

5.5.4.6.2. The System must be able to provide an authorized staff person access to the CSC data and accounts to convert an image transaction to an I-Toll Toll Pass transaction if necessary, such as in the case of an image-based customer / violator claiming to be a customer, or some other valid circumstance that would be in accordance with COUNTY business rules.

5.5.4.6.3. The System shall track the number of Image Toll (I-Toll) transactions that occur for each valid transponder associated with a valid toll account and create a report to the CSC management, indicating accounts that have exceeded a configurable threshold of “X” I-Toll transactions within a defined time period.

5.5.4.6.4. The System shall be able to automatically (per configurable parameters) generate a configurable notice to advise the customer that an issue exists with the transponder’s ability to be properly read by the System and should be checked for problems.

5.5.4.7. Change of Account Status

5.5.4.7.1. The System shall provide the capability for a CSR to merge or split accounts.

5.5.4.7.2. The System shall provide the capability for an authorized user to suspend accounts without closing the account.

5.5.4.7.3. The System shall provide the capability for authorized user to mark an account for closure.

5.5.4.7.4. The System shall provide the ability for a customer to access his or her account via the web with a secure process for a username (e-mail address) and PIN, and security questions for credential resets.

5.5.4.8. Account Notes & Documentation Requirements

5.5.4.8.1. The application will allow for notes documenting account management activity entered into the account record by the CSR when the customer calls.

5.5.4.8.2. The comments and notes section shall be accessible on-demand within the account for efficient review and analysis.

5.5.4.8.3. The System shall provide the capability to check for duplicate account ID and customer names and produce an informational message when this occurs, such that accounts can be verified to be linked.

5.5.4.9. Account Statements & History Requirements

5.5.4.9.1. The System shall be capable of providing Toll Pass account statements electronically (PDF, HTML, or TXT format).

5.5.4.9.2. The System must provide the customer with the ability to select access to statements via the web, have statements e-mailed on a monthly basis, or have a hard copy monthly statement mailed for a fee based on COUNTY business rules.

5.5.4.9.3. Once a hard copy monthly statement is selected by a customer, the System shall automatically generate statements to be mailed.

5.5.4.9.4. Customers should have access to a minimum of one year of account activity through the Website.

5.5.4.9.5. The System shall provide the ability to track and print an account historical transaction report along with comments in chronological order through by a CSR.

5.5.4.10. Toll Account Expiration & Renewal

5.5.4.10.1. System shall be able to automatically (per configurable parameters) send a reminder to Toll Pass customers via e-mail, SMS, or mail for any purpose including, without limitation, the upcoming expiration of their Toll Pass.

5.5.4.10.2. Upon expiration of the Toll Pass, the System shall provide for a grace period (of configurable duration, initially fifteen (15) days) for the customer to renew the Toll Pass without violation. During this period, transactions will be flagged and result in a configuration for an automated letter to be sent to the account owner to notify them that the account must be renewed.

5.5.4.10.3. If the Toll Pass is not renewed before the grace period expires, all transactions occurring after the end of the grace period shall be either by cash payment at the toll booth or processed as violation and may still be associated with former account.

5.5.4.11. Toll Account Closing

5.5.4.11.1. The System shall be able to place a toll account into “Pending Close” status prior to “Final Closure” to allow pending transactions to process while not allowing any new transactions to be initiated.

5.5.4.11.2. Final closure of the toll account should happen automatically (per configurable parameters) on a specified date, which should be enforced by the System, but the final closure date can be adjusted manually.

5.5.4.11.3. Upon closure of the account, the System shall calculate if any re-payment is due back to the customer and indicated method of the

repayment, and refund the customer in accordance with county business rules, which may include a double review process.

5.5.4.11.4. Closure documentation shall be automatically generated by the System.

5.5.5. TRANSPONDER INVENTORY MANAGEMENT & FULFILLMENT / DISTRIBUTION REQUIREMENTS

5.5.5.1. The System shall include a transponder inventory application that supports inventory management, transponder purchasing, distribution, tracking, warranty, returns to manufacturer and reporting.

5.5.5.2. Bar Code Processing & Automatic Entry of Inventory ID Numbers

5.5.5.2.1. The System shall include the capability for bar code processing and automatic entry of transponder identification numbers for inventory management.

5.5.5.3. Transponder Inventory Tracking

5.5.5.3.1. The System must be able to track all COUNTY-issued transponders from time of receipt of the transponder by the COUNTY from the supplier to the time of removing from the transponder population, to the time of ultimate disposal, with the ability to track the transponder throughout its use (issuance to customer, warranty times, etc.)

5.5.5.3.2. The System shall track inventory levels and support the timely purchase of additional transponder inventory.

5.5.5.4. Transponder Warranty Status Tracking

5.5.5.4.1. The System shall provide the capability to record the receipt of transponders returned to the COUNTY as defective, and to track the status of said transponders.

5.5.5.5. Reports

5.5.5.5.1. See Section 8, Reporting Requirements.

5.5.6. CORRESPONDENCE & DOCUMENT MANAGEMENT

5.5.6.1. Correspondence Management

5.5.6.1.1. The System shall be able to store and link electronic copies of any inbound or outbound correspondence to an account; this includes e-mail and regular mail.

5.5.6.1.2. The System shall provide at the CSR level efficient and immediate access to stored correspondence.

5.5.6.1.3. The System shall provide Quality Assurance (QA) capabilities for reviewing outgoing correspondence.

5.5.6.1.4. The System shall provide the capability for hard copy correspondence to be scanned and converted to .pdf files for storing in the System.

5.5.6.1.5. The requirements for archiving or destroying hard copies of scanned correspondence will be finalized during the Design Phase.

5.5.6.1.6. The System shall be capable of associating customer e-mails and responses to the customer's account.

5.5.6.2. Document Tracking Labels - Barcodes

5.5.6.2.1. The System shall include barcode devices to support for operational efficiency where return correspondence is anticipated.

5.5.6.2.2. Barcodes shall be placed on payment-related System-printed documents which are sent to customers, including printed payment slips, etc.

5.5.6.2.3. When a barcode is scanned by an authorized user, the System shall open the appropriate task and record or account in context and shall not require further navigation.

5.5.6.2.4. Inadvertent scanning of non-COUNTY barcodes shall be ignored.

5.5.6.2.5. In the case of scanning a transponder during fulfillment, the System shall also populate the appropriate field in the database, and associate the transponder with the appropriate Toll Pass account.

5.5.6.3. Automated Toll Account-related Notice Requirements

5.5.6.3.1. The CSC Subsystem must be configurable to be able to generate automated notices, letters and communications either by regular mail, text messages or e-mail.

5.5.6.3.2. Notices and communications shall include the following without limitation:

5.5.6.3.2.1. Account statements

5.5.6.3.2.2. Reminders for Toll Pass renewals

5.5.6.3.2.3. Multiple I-tolls Notifications (when a customer has in excess of a predetermined number of I-tolls in a week or month)

5.5.6.3.2.4. Other account related notifications

5.5.6.4. Mailing Systems

5.5.6.4.1. Documents shall be stored in .pdf format for printing.

5.5.6.4.2. Documents shall be stored in daily files for printing folders.

5.5.6.5. Mail Management

5.5.6.5.1. The System shall allow a customer address to be “flagged” as an “invalid address” to prevent future mail from being sent to that address.

5.5.6.5.2. The System shall track the “flagged” invalid addresses.

5.5.6.5.3. If a customer with a “flagged” invalid address logs into the account, the System shall request that the customer update the address.

5.5.6.5.4. If e-mail or text messaging information is provided on the account, the System should send a message to notify the customer that address information must be updated.

5.5.6.6. E-Mail Management

5.5.6.6.1. If an e-mail is returned as an invalid address, the System shall send a notice via regular mail to the address on the account informing them that their e-mail address must be updated.

5.5.6.6.2. Additionally, should an account be flagged for an invalid mailing address, and an e-mail address exists on the account, the System shall generate an e-mail notice that the address on the account must be updated.

5.5.7. TOLL AUDIT & REPORTING OF THE BOS AND CSC

5.5.7.1. Audit Capability

5.5.7.1.1. The BOS and CSC shall support the Toll Audit and Reporting functions of the System.

5.5.7.1.2. See Section 8, Reporting Requirements

5.5.7.2. Reports Package

5.5.7.2.1. The BOS and CSC application shall support the applicable Reporting functions of the System.

5.5.7.2.2. See Section 8, Reporting Requirements

5.6. PAYMENTS PROCESSING REQUIREMENTS

5.6.1. GENERAL

5.6.1.1. The System shall be capable of processing payments for fees and other charges attributed to a particular COUNTY-Hosted Toll Pass account.

5.6.1.2. The System shall be capable of processing post-payments for fees and other charges attributed to a particular toll transaction generated in a COUNTY toll lane.

5.6.1.3. The System shall support multiple types of payment media payment transactions including the following without limitation:

5.6.1.3.1. Credit Cards

5.6.1.3.2. Debit Cards

5.6.1.3.3. Automated Clearing House (ACH)

5.6.1.3.4. Checks

5.6.1.3.5. Cash

5.6.1.3.6. Money Order

5.6.1.3.7. Activity of payment card processor

5.6.1.4. The System shall provide the capability to activate or deactivate a particular payment method.

5.6.1.5. The System shall be able to process electronic payments (e.g. from Credit Card/Debit Card) in real-time from Contractor provided 3rd party interfaced terminals.

5.6.1.6. No credit or debit card shall be stored in the System, only the last 4 digits may be stored, or as in accordance with PCI requirements.

5.6.1.7. The System shall be able to accept multiple payment options within one account.

5.6.1.8. All historical records associated with the payment method shall remain associated with the account.

5.6.1.9. The System shall be able to process on-demand receipts.

5.6.1.10. Detailed payment requirements may be further defined during the Design Phase.

5.6.2. PAYMENT CARD PROCESSING REQUIREMENTS

- The System shall provide the ability to accept a security codes (a three digit number on back of credit card) for credit card payments. Security codes relate to support for "Verified by Visa" and "MasterCard Secure Code" where a password is generated for each purchase.

5.6.2.1. The System shall allow refunds to credit/debit card upon the customer providing their credit card.

5.6.2.2. The System shall provide for encryption of credit / debit / bank account numbers in compliance with PCI standards.

5.6.3. AUTOMATIC RENEWAL REQUIREMENTS

5.6.3.1. The System shall provide for customer payments for renewal of Toll Pass accounts over a secured web credit/debit card payment process.

5.6.4. REFUNDS REQUIREMENTS

5.6.4.1. The CSC shall be able to prepare the refunds according to the business rules established by the COUNTY.

5.6.4.2. For payments that were made via a credit/debit card, the System must be able to make a refund to the card presented in person.

5.6.4.3. Operations parameters such as time intervals to batch files for check refund payments shall be configurable.

5.6.4.4. The CSC shall also send a check run report to the COUNTY for approval.

5.7. WEB HOSTING COMPONENT

5.7.1. GENERAL

5.7.1.1. The BOS shall include an Interactive Website Component that shall allow customers to renew Toll Pass accounts, access statements and historical data, e-mail the CSC, and to order transponders, and update license plate, address, and account information.

5.7.1.2. The System must be linked to, and integrated with the COUNTY's website www.myescambia.com and www.SRIA-FLA.com (currently hosted by Antler Service or another web site as directed by the COUNTY).

5.7.1.3. The COUNTY will host the contractors developed web site.

5.7.1.3.1. The Customer Website capabilities and user interface have been developed and are currently maintained by the COUNTY, which provides the necessary web hosting hardware, software, security, and network support.

5.7.1.3.2. The Contractor shall work with the COUNTY to update the website to both provide additional customer functionality available via this procurement and to interface to the Contractor-provided BOS/CSC solution.

5.7.1.4. The Contractor's website shall be easy to use and intuitive.

5.7.1.5. The website shall allow a customer to self-authenticate based on existing account data to be determined through the design process, create and manage a user name and password.

5.7.1.5.1. The customer shall have the ability to recover and change pass words through automated emails or SMS message.

5.7.1.5.2. The customer must agree to the COUNTY terms and conditions statement for renewal and attest to being residing at the same address for Toll Pass plans based on locations.

5.7.1.5.3. The customer must authenticate the address for renewals.

5.7.1.6. Website should be near real time with transactions, statements, account maintenance, payments, etc.

5.7.1.7. Customers must be able to complete all renewal activities online via the web, saving CSR intervention for unique problems in accordance with county business rules.

5.7.1.8. The website shall integrate to the payment card processor in a "shopping cart" type approach to allow the user to make secured payment card transactions through the payment card processors linked payment site.

5.7.1.8.1. The customer shall be able to review, modify, cancel or proceed once in the "shopping cart".

5.7.1.8.2. Customers shall be able to print recipes for renewal payments after completing the "shopping cart" transaction for renewals.

5.8. COLLECTION AGENCIES & TRACKING OF COLLECTION STATUS (FUTURE OPTION AT THE COUNTY'S DIRECTION)

5.8.1.1. The System shall provide the future capability to send and receive files to a registered 3rd-Party Collection Agency as designated by the COUNTY.

5.8.1.1.1. Such action would occur only after certain specific written direction

5.8.1.2. The System shall have the future capability to send and receive collections files to multiple collection agencies based on configurable criteria related to the volume of violations, or account activities, and upon proper COUNTY authorization.

5.8.1.3. The System shall generate reporting for aging, recovery reporting, of the collection agencies.

5.9. TOLL ENFORCEMENT CENTER COMPONENT (FUTURE OPTION AT THE COUNTY'S DIRECTION)

5.9.1. GENERAL

5.9.1.1. At a future date the COUNTY may require the Contractor to implement a Toll enforcement center component. This work would be issued under separate written authorization.

5.9.1.2. The Toll Enforcement Center Component shall support the COUNTY escalated efforts to recover unpaid toll revenue owed to the COUNTY for which standard payment and collection processes by the COUNTY and authorized third-party entities have been unsuccessful.

5.9.1.3. The System shall provide the capability to support the COUNTY's processes for Toll Enforcement in accordance with the laws, rules and regulations of the State of Florida Statues and the COUNTY.

5.9.1.4. COUNTY Toll Enforcement actions may include the following, without limitation:

5.9.1.4.1. Issuance of Vehicle Registration Holds in conjunction with the Florida Department of Highway Safety and Motor Vehicles (DHSMV)

5.9.1.4.2. Issuance of Uniform Traffic Citations (UTCs) for adjudication through the judicial court system

5.9.1.5. COUNTY Toll Enforcement processes may include the following, without limitation:

5.9.1.5.1. Generation of Toll Enforcement action documentation

5.9.1.5.2. Internal and external approvals / sign-off / execution of documentation related to Toll Enforcement actions

5.9.1.5.3. Development, administration and management of the information database related to Toll Enforcement actions

5.9.1.6. Detailed functionality related to these processes will be confirmed during the Design Phase.

5.9.2. REGISTRATION HOLD PROCESS

5.9.2.1. The System shall provide the future capability to send and receive files to / from the Florida Department of Highway Safety and Motor Vehicles (DHSMV) as designated by the COUNTY.

5.9.2.1.1. Such action would occur only after certain configurable criteria are met, and upon proper COUNTY authorization.

5.9.2.2. The System shall generate reporting for comparison, analysis and tracking of Registration Holds processed by the COUNTY through the DHSMV system.

5.9.2.3. Detailed functionality related to this process will be confirmed during the Design Phase.

5.9.3. UNIFORM TRAFFIC CITATION PROCESS

5.9.3.1. The System shall provide the future capability to send and receive files to / from the Escambia County judicial court system as designated by the COUNTY.

5.9.3.1.1. Such action would occur only after certain configurable criteria are met, and upon proper COUNTY authorization.

5.9.3.2. The System shall generate reporting for comparison, analysis and tracking of UTCs and toll enforcement cases processed by the COUNTY through the court system.

5.9.3.3. Detailed functionality related to this process will be confirmed during the Design Phase.

6. COMMUNICATIONS NETWORK

6.1. GENERAL REQUIREMENTS

6.1.1. GENERAL AND FUNCTIONAL REQUIREMENTS

6.1.1.1. The Contractor shall use the COUNTY Wide Area Network (WAN) between the Toll Host site(s), and the Bob Sikes Bridge Toll Plaza and the COUNTY Toll Pass Customer Service Center, and other locations specified.

6.1.1.2. The COUNTY will provide the communications infrastructure for the WAN.

6.1.1.3. The Contractor shall use the same type of equipment as the COUNTY. Currently the COUNTY uses CISCO network equipment.

6.1.1.4. The Contactor shall be responsible for all connections and equipment necessary to connect to the COUNTY's WAN.

6.1.1.5. Port assignments will be determined during the Design phase with collaboration with the COUNTY.

6.1.1.6. The Local Area Networks (LAN) and all associated equipment used by the Toll System at the toll plaza shall be provided by the Contractor as part of the Toll System.

6.1.1.7. Within COUNTY offices, the Contractor shall provide all equipment and services to connect all Toll System desktop workstations (to the COUNTY LAN.

6.1.1.8. The Contractor shall work with COUNTY staff to receive an authorized username and password authentication to gain access to the Toll System.

6.1.1.9. COUNTY Security Policies and Procedures shall be followed at all times.

6.1.1.10. The Contractor shall be responsible for designing and providing all toll equipment necessary for any LAN and connection to the WAN as it relates to the System being deployed at all locations in this Contract.

6.1.1.11. The Contractor shall provide all network needs and configuration to connect with the WAN such as, firewalls, VPNs, IP addressing, switches, routers and to ensure proper secure network implementation.

6.1.1.12. The Contractor shall provide all necessary testing, and connection along with any necessary cabling / equipment to the COUNTY network.

6.1.1.13. The Contractor shall provide adequate network design calculations to show capacity and levels of service required of the WAN, but the Contractor is

cautioned that excessive bandwidth needs or overly conservative calculations will not be acceptable.

6.1.1.14. The bandwidth calculations shall take into account the following, without limitation:

6.1.1.14.1. The number of Images captured of each vehicle

6.1.1.14.2. The Video stream from TVAS cameras

6.1.1.14.3. System data transmission

6.1.1.14.4. Future Connection to FTE CSC and future CCSS connection

6.1.1.14.5. Data from other systems that may be transmitted on the network equipment

7. SECURITY, ACCESS & STORAGE REQUIREMENTS

7.1. DESCRIPTION OF COMPONENT

All access to physical devices or components, and to systems and databases shall be restricted to authorized users, and require the use of user-level access credentials.

This section addresses physical, systems, and database access requirements as it relates to the Toll Collection System.

Currently, the COUNTY uses a legacy security system for physical access to the buildings and will continue to use this legacy system during the transition and after the implementation of the new Toll Collection System. The legacy security system is the card access system for the COUNTY toll facilities. The legacy security system is not in the scope of this project and will not be integrated with the Toll System

7.2. GENERAL & FUNCTIONAL REQUIREMENTS

7.2.1. GENERAL

7.2.1.1. User authorization and access levels shall be maintained through the entire System.

7.2.1.2. The System shall have security capability to control user access to MLT and secure workstation applications.

7.2.1.3. The System shall obtain security updates from the Toll Host in real-time.

7.2.1.4. Access to the Lane, Plaza, Toll Host, Back Office Customer Service Center (CSC), Image Processing (IP), Toll Enforcement Center (TEC), and Maintenance Online Management subsystems (MOMS) shall be secure.

7.2.1.5. Access to the System shall require dual authentication (i.e. user name, password).

7.2.1.6. Lane, Plaza and Toll Host users shall be restricted in the functions they are allowed to perform based on their role in the organization and their assigned access control level.

7.2.1.7. The System shall include single sign-on capability, which allows for access to all authorized applications.

7.2.1.8. The System shall have one separate single sign-on for any required PCI DSS applications, and one for non-PCI DSS applications.

7.2.1.9. The System Administrator shall use configuration tools to easily set access authorization for all users to specific applications.

7.2.1.10. The System shall incorporate a configurable intrusion and virus detection application.

7.2.2. PHYSICAL SECURITY

7.2.2.1. Access shall require keys for the following, without limitation:

7.2.2.1.1. Cash drawers

7.2.2.1.2. Electronic cabinets

7.2.2.1.3. Traffic Gates

7.2.2.2. Lock requirements shall be as follows:

7.2.2.2.1. All equipment and cabinet locks shall be removable and replaceable cylinder lock types.

7.2.2.2.2. Equipment shall be keyed as determined through the Design Process with specific attention due to proper controls.

7.2.2.2.3. Access to any revenue compartment such as vaults shall be keyed differently with a high security locking device.

7.2.3. PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS

7.2.3.1. The System shall comply with Payment Card Industry Data Security Standards (PCI DSS) pertaining to Level 3 service of PCI DSS.

7.2.3.2. The System shall meet or exceed Payment Card Industry (PCI) Data Security Standard (DSS) and State of Florida privacy requirements for storing customer sensitive information, including the following without limitation:

7.2.3.2.1. Driver’s license

7.2.3.2.2. Credit card numbers

7.2.3.2.3. Debit card numbers

7.2.3.2.4. Bank account numbers (for ACH payments)

7.2.4. DATABASE ACCESS

7.2.4.1. The System shall permit only System Administrators access to the Toll Host database for purposes including the following without limitation:

7.2.4.1.1. System maintenance

7.2.4.1.2. Software upgrades

7.2.4.1.3. Backup, archiving, and restoration

7.2.4.1.4. All access shall be logged by the System in a secure manner, and all actions conducted by the System Administrator shall be recorded.

7.2.5. ARCHIVE AND BACKUPS

7.2.5.1. The System shall provide an Archiving program or application supporting functions such as the following without limitation:

7.2.5.1.1. Archive in a multimedia environment all transaction records, images, etc. to an appropriate CD-ROM, DVD, flash drive, or other storage device approved by the COUNTY.

7.2.5.1.2. Maintain a master cross reference of all archived information.

7.2.5.1.3. Capable of retrieving archived data for printing or inclusion in reports.

7.2.5.1.4. Contractor shall provide online storage (for 3 years of transactions) and offline storage (for 10 years of transactions).

7.2.5.1.4.1. Backup storage and storage archived shall have easy-to-use tools to recover and restore transactions to the System.

7.2.5.1.5. The System shall be configured for auto-backup for intervals of daily, weekly, and monthly data, without impacting System performance.

7.2.5.1.6. Backup data shall be automatically repopulated to the System by the use of system commands in the event of a restore function.

7.2.5.1.7. Archive and backup storage media shall be able to be easily expanded.

7.2.6. REMOTE ACCESS

7.2.6.1. The System shall have the capability to allow technicians and/or other authorized users to access the System from a remote location via a secured network connection.

7.2.7. INFORMATION ACCESS

7.2.7.1. The System shall enable controlled access in accordance with the user's assigned work role and the access privilege allocated to that role.

7.2.7.2. The System shall support a minimum number of 25 roles.

7.2.7.3. Access to data types shall be limited in accordance with a mapping of data type access to the assignable roles.

7.2.7.4. User's identification and password shall be required to access System information.

7.2.7.5. The System shall determine the user's assigned role based on the user's identification, which in turn determines which data elements can be accessed and whether access permits creating, reading, updating, deleting, and printing the data element.

7.2.7.6. The System shall record every security system change, including the issuance of new or deleted user IDs.

7.2.7.7. The data associated with newly created user IDs or deleted user IDs shall be stored on a restricted security audit file which shall be read-only to the System administrator.

7.2.8. TOLL HOST SUBSYSTEM SECURITY

7.2.8.1. The Toll Host Subsystem shall provide security and integrity for all System data.

7.2.8.2. The Toll Host application shall be capable of defining and maintaining security access privileges including the allocation of user roles (read and/or write capabilities), usernames, passwords, PIN number and any additional employee information required by the COUNTY.

7.2.8.3. The Toll Host shall incorporate the "single sign on" via federated identity management security capability enabling users to perform tasks and access resources consistent with their specified user permissions upon logging into the application services that access the Toll Host environment so as not to require the user to repeatedly sign on for various functionalities..

7.2.8.4. The Toll Host shall transmit applicable user access information to the Plaza and Lanes.

7.2.8.5. The Toll Host shall store sensitive security data in the database in an encrypted form.

7.2.8.6. Authorized COUNTY personnel shall have direct user access to the Toll Host database.

7.2.9. PLAZA SUBSYSTEM ACCESS CONTROL REQUIREMENTS

7.2.9.1. Logins shall be required to control access to Plaza application functionality.

7.2.9.2. Plaza application pages shall be subject to timeout after a configurable period of inactivity.

7.2.9.3. Timeout parameters for the Plaza application shall be configurable by page with the ability to mark some pages (such as dashboards, toll collector screens, and others) to not timeout.

7.2.9.4. The Plaza application software shall produce views based on user level authorization.

7.2.10. BOS SECURITY

7.2.10.1. The BOS Host shall provide a high level of security to ensure the integrity of all information and data contained therein including but not limited to customer accounts.

7.2.10.2. The System must include an automatic inquiry and report on the multiple use of the same credit card/debit card being used for multiple refunds of balances.

7.2.11. WEBSITE SECURITY

7.2.11.1. Website shall employ Transport Layer Security (TLS) or similar secure endpoint authentication with a trusted digital certificate to protect communication streams for public web connections.

8. REPORTING REQUIREMENTS

8.1. GENERAL REQUIREMENTS

8.1.1. DESCRIPTION OF COMPONENT

The reports listed in this section support ongoing operations, maintenance, financial activities, and other processes and is of the utmost importance that the System generates these reports efficiently and accurately.

8.1.2. GENERAL REPORTING REQUIREMENTS

8.1.2.1. The Contractor shall be responsible for providing a suite of report capabilities to enable the COUNTY to run reports on operations, maintenance, finance and accounting, including reconciliation and auditing activities, and other reports as described in this section of the RFP.

8.1.2.2. System-wide reports shall originate from the Toll Host.

8.1.2.3. Reports shall be selectable and include the entire System.

8.1.2.4. Plaza-specific reports shall originate from the Plaza computer, if not combined with the Toll Host, but may be accessed remotely by authorized users at another (future) Plaza or the Toll Host.

8.1.2.5. The Contractor shall work with the COUNTY to ensure that the existing structure of reports is generally preserved, but may be improved where possible.

8.1.2.6. During the transition to the new System, there shall be no gap of information in the reports generated by the new System, the Legacy system, or a combination thereof.

8.1.2.7. Reports shall be further defined through the Design Phase in a collaborative manner with the COUNTY.

8.1.3. REPORT CONTENT SELECTION REQUIREMENTS

The System shall support the capability to create both summary and detail data in reports as desired.

8.1.3.1. Authorized users shall have the ability to drill down from the summary level to the detailed level to retrieve the sought after details for any further analysis.

8.1.3.2. Reports shall be capable of being summarized by hourly, daily, weekly, bi-weekly, monthly, quarterly, or annually.

8.1.3.3. Reports shall be selectable separately for each toll Lane; or the entire Plaza.

8.1.4. REPORT ACCESS CONTROL REQUIREMENTS

8.1.4.1. Access to reports shall be limited to authorized users only and this access shall be controlled by pre-defined user roles and login/password security established beforehand.

8.1.4.2. Authorized personnel shall be able to generate Plaza-level reports from the Plaza, or from the Toll Host.

8.1.4.3. Reports should be accessible through dashboard screen and tabs.

8.1.5. REPORT FORMAT REQUIREMENTS

8.1.5.1. Consistent report field names and calculations shall be incorporated across all reports generated by the System in order to support audit and reconciliation requirements.

8.1.5.2. All reports shall have appropriate titles, headers, date, timestamp, page numbers, and indicate searched or report criteria.

8.1.5.3. The reports and data shall be able to be plotted in a variety of common chart and graphical formats in order to visually display trend line or other variations over a specified period of time.

8.1.5.4. The System shall provide the ability for reports to have a legend to define report content.

8.1.6. PRINTING, SAVING & EXPORTING REPORTS

8.1.6.1. Both automated and on-demand reports shall be created and printed automatically by authorized personnel as needed or viewed from a browser-based user application. This capability shall be configurable by user group and/or delivery method.

8.1.6.2. Authorized personnel shall be able to export/print/save data to ".PDF", ".CSV", and ".XSLX", formats for any time period, of any type of report.

8.1.6.3. All automated reports shall be saved in automatically appropriate file folders and automatically emailed to a subscriber list of email addresses.

8.1.6.4. All on demand reports shall be capable of being exported, saved with an editable file name and browse function for storage in folders.

8.1.7. SEARCHES & QUERIES

8.1.7.1. A search generation application shall allow the COUNTY personnel and other authorized users to select the search criteria to generate a report.

8.1.7.2. This search criteria shall have multiple parameters, such as text, number input, radio buttons, and interval parameters.

8.1.8. ARCHIVING

8.1.8.1. All reports shall be archived in accordance with the COUNTY policy and legal requirements.

8.2. OPERATIONS REPORTING REQUIREMENTS

8.2.1. TOLL COLLECTION OPERATIONS DAILY, WORKDAY, WEEKLY & MONTHLY REPORT PACKAGES

8.2.1.1. The final reports shall be developed by the Contractor in the Design Phase, collaboratively with input from the COUNTY.

8.2.1.2. The Daily Workday Report Package shall contain, at a minimum, unless otherwise agreed to by the COUNTY:

8.2.1.2.1. Revenue Summary Report (Monthly)

8.2.1.2.2. Variable Date Collector Revenue Report (Monthly)

8.2.1.2.3. Daily Revenue Summary Report

8.2.1.2.4. Daily Collector Revenue Report

8.2.1.2.5. Transaction Adjustment Description Report

8.2.1.2.6. Transponders Daily Transaction Report

8.2.1.2.7. Customer Service Center Credit Card Sales/Refunds Summary

8.2.1.2.8. Hourly Traffic Report

8.2.1.2.9. Exception Code Reporting

8.2.1.3. The Weekly Report Package shall contain, at a minimum:

8.2.1.3.1. Revenue Summary Report (Weekly)

8.2.1.3.2. Variable Date Collector Revenue Report (Weekly)

8.2.1.4. Monthly Report Package shall contain, at a minimum:

8.2.1.4.1. Revenue Summary Report (Monthly)

8.2.1.4.2. Variable Date Collector Revenue Report (Monthly)

8.2.2. PLAZA REPORTS

8.2.2.1. Plaza operations reports shall include, at a minimum, the following based on the COUNTY's existing plaza reports. Final reporting requirements shall be defined during the design phase of the project.

8.2.2.1.1. Daily Collector Revenue Report (Daily) – This report shall list by toll collector the daily amounts for each of the following categories: UserID, Manual Cash, payment card (i.e. debit, credit) Paid, Toll Pass, Violations, Expected Revenue, Collector Cash Deposit, RF Cash Deposit, Declared Revenue, Total Expected, Declared – Total Expected, Transaction Adjustment, and Net Short/Surplus. Each category shall be totaled at the bottom for all staff.

8.2.2.1.2. (Plaza) AVI Posting Report (Daily) – This report shall provide a summary of the number of AVI transactions (Toll Pass, SunPass, others) recorded at the plaza in the lane, the AVI revenue expected based on the number of Toll Pass and other interoperable AVI transactions recorded in the lane, the toll amount posted to 3rd-Party-hosted toll accounts (e.g. SunPass, etc.) for these electronic transactions, and any variance between the expected and posted amounts.

8.2.2.1.3. (Collector) Transaction Adjustment Description Report (Daily) – This report shall list by Transaction, the following data: Transaction ID, Date, UserID (i.e. Toll Collector), Adjustment Amount ($), and Comment.

8.2.2.1.4. (Plaza) Hourly Traffic Report (Daily) – This report shall list the total number of vehicles passing through the Bob Sikes Toll Plaza (each lane and total of all lanes in aggregate) for each hour of the day.

8.2.2.1.5. Variable Date Collector Revenue Report (Daily) – This report shall list by toll collector the monthly amounts for each of the following categories: UserID, Manual Cash, Credit Granted, Credit Paid, Expected Revenue, Collector Cash Deposit, Cash Deposit, Declared Revenue, total Toll Pass, AVI, Violations Expected, Declared – Total Expected, Transaction Adjustment, and Net Short/Surplus. Each category shall be totaled at the bottom for all staff.

8.2.2.2. Other Reports that may be considered include the following:

8.2.2.2.1. Plaza Alarm History – This report shall list all alarms for the plaza for the selected time period.

8.2.2.2.2. Plaza Lane Audit – This report shall provide detail for every lane transaction and equipment alarm, AVI read, transponder number, etc. in date/time sequence for a selected time period and location.

8.2.2.2.3. Plaza Lane Operations – This report shall provide a list of all the lane modes during the selected dates.

8.2.2.2.4. Plaza Peak Violations – This report shall provide a summary of violations per hour for the plaza for the given period.

8.2.2.2.5. Plaza Transaction Summary - This report shall provide a summary of MLT, AVI, UPCT and total transactions for the given plaza and time.

8.2.2.2.6. Plaza Revenue MLT Exception Report – This report contains data where axle counts appear to be outside the expected range.

8.2.2.2.7. Plaza Special Events Report– This report shall list special events with vehicle counts and dates for the given plaza and time.

8.2.2.2.8. Plaza Traffic Activity by Class – This report shall provide a summary of traffic activity by class, by hour and totals for AVI, MLT, Non-revenue and violations for all payment types.

8.2.2.2.9. Plaza Traffic Activity by Lane – This report shall provide a summary of traffic activity by lane, by day for all days left in the month being requested.

8.2.2.2.10. Plaza Unusual Occurrence – This report shall provide information on unusual occurrences such as transponder cross reads, incomplete transaction records, and underpayments and overpayments based on the transaction date. Filters shall be available to filter by lane and Collector ID.

8.2.2.2.11. Collector Exceptions Report (Weekly) – This report shall include the same content as the Monthly Exceptions Report, but in addition, provides weekly statistics by Toll Collector.

8.2.3. TOLL HOST & BACK OFFICE REPORTS

8.2.3.1. The BOS Host shall have the capabilities of reporting data for:

8.2.3.1.1. Any given date/time transaction

8.2.3.1.2. Any given toll lane

8.2.3.1.3. Any account, transponder or license plate

8.2.3.1.4. Daily, weekly, monthly, quarterly and annual detail and summary statistics for transactions, revenues and other data.

8.2.3.1.5. By unit amount and percentages of totals

8.2.3.2. The BOS shall be capable of supporting a minimum of 25 concurrent users running reports, reports while also processing the full required capacity of transactions without delay.

8.2.3.3. Toll Host reports shall include, at a minimum, the following, based on the COUNTY's existing Host reports. Final reporting requirements shall be defined during the Design Phase of the Project.

8.2.3.3.1. Revenue Summary Report – This report shall provide a summary of the following revenue data. The report shall include at the following categories without limitation:

8.2.3.3.1.1. By various types (i.e. cash, credit, debit, Toll Pass, SunPass, AVI, other, non-revenue transactions

8.2.3.3.1.2. Transaction Adjustments (# Adjustments & $ Revenue): Transaction Adjustments;

8.2.3.3.1.3. Revenue Summary (Expected, Declared & Difference for each category)

8.2.3.3.1.4. Toll Pass Transponder Sales

8.2.3.3.1.5. TOTAL REVENUE (Expected, Declared & Difference)

8.2.3.3.2. Traffic Report – This report shall provide a monthly listing of the number of all transactions per month, the total number of revenue transactions and the percentage of cash, credit/debit, and AVI (Toll Pass and SunPass interoperable by type and violator) traffic based on the total.

8.2.3.3.3. Revenue Summary Comparing Current Period Revenue to Previous Period – This report shall provide monthly and year to date summaries of the current and previous period's revenue.

8.2.3.3.4. Traffic Summary Comparing Current Period Revenue to Previous Period – This report shall provide monthly and year to date summaries of the current and previous year's traffic.

8.2.3.3.5. Transponder Sales Summary Report (Daily, Weekly, Monthly, Annually) – This report shall list by transaction type the number of (Transponder) Sales transactions and associated revenue for each period; (one Transaction Type/date per row). The Transaction Types shall include the following without limitation: Toll Pass Sale, Toll Pass Renewal, Commercial Toll Pass Sale, Commercial Toll Pass Renewal, Exempt Tag Sale, Replacement with Return, Defective, etc.

8.2.3.3.6. Toll Pass Account – The report will contain information related to Toll Pass accounts, such as, but not limited to, new account renewal accounts, closed, terminated, suspended, credit due, refund, and account updates.

8.2.3.3.7. Transponder Inventory Reports – In stock, inventory remaining to be issued, issued, defective, reissued

8.2.3.3.8. Customer Service Center Payment Card Sales/Refunds Summary – This report shall list the total number each of merchant credit/debit card sales and refund transactions with the corresponding total dollar amounts. It shall also breakdown the total sales and refund transactions (number and dollar amount) by credit card issuer (e.g. VISA, MasterCard, etc.)

8.2.3.4. Activity Reports for Management and Audit

8.2.3.4.1. The System shall provide a complete audit trail for operator activity, customer accounts, adjustments, and transponders.

8.2.3.4.2. The System shall support a reconciliation process and provide a report for closing out tours and accounting for all charges and.

8.2.3.4.3. The System shall provide summary reports showing information totals for shifts, day, week, quarter, month and annual.

8.2.3.4.4. The System shall provide audit reports indicating measurements, individual and group activity, statistics, comparisons and evaluations.

8.2.3.4.5. The System shall provide CSC Key Performance Indicators measurements, as a whole, statistics, comparisons and goals.

8.2.3.4.6. The System shall provide the ability and flexibility to mine and report data.

8.2.3.5. Customer Account Reports

8.2.3.5.1. The System shall be able to generate reports for customer account reconciliation showing at a minimum:

8.2.3.5.1.1. Payments made

8.2.3.5.1.2. Account activity

8.2.3.5.1.3. An account reconciliation summary report showing the totals for all accounts

8.2.3.6. Renewal Reports

8.2.3.6.1. Reports on Toll Pass accounts needing renewal, status, trending, and information necessary to support the automatic generation of renewal notices and reminders.

8.2.4. TOLL RATE TABLE REPORTING

8.2.4.1. Reports shall be available to document the toll rate table(s) used in each toll lane at a specific date and time.

8.2.5. UFM DISPOSITION REPORTING

8.2.5.1. Reports shall be available to report on UFM disposition and aging.

8.2.5.2. Reports indicating the aging of payment of UFM transaction status.

8.2.5.3. Reporting to indicate FTE payment status by summary and transaction

8.2.5.4. Reporting to indicate collection, violation, and status based on UFM amendments

8.3. MOMS REPORTING REQUIREMENTS

8.3.1. GENERAL

8.3.1.1. The MOMS shall provide the capability to generate MOMS operations, management and performance reports to include at a minimum:

8.3.1.1.1. Equipment Alarm History

8.3.1.1.2. Work Order Status and Tracking at both the detail and the summary level by priority

8.3.1.1.3. Notification history, the name or ID of the person who notified, date/time, response

8.3.1.1.4. Availability Statistics for each Lane; the Plaza and Toll Host on a monthly and yearly basis

8.3.1.1.5. Toll Lane Outage Times

8.3.1.1.6. Inventory Reorder Reports

8.3.1.1.7. Inventory Listing of all spare parts and components in inventory on a monthly basis, as well as a spare parts usage report on a monthly basis

8.4. IMAGE CAPTURE & IMAGE PROCESSING REPORTS

8.4.1. GENERAL

8.4.1.1. The Image Processing Subsystem (IPS) shall have easy to use reporting tools consistent with other reporting tools and formats of the project that provide reports that can be named and stored.

8.4.2. PROCESSING REPORTS

8.4.2.1. Volume of images processed and in the queue for processing, daily, weekly, monthly

8.4.2.2. Aging reports showing allocation of images of unprocessed images by user roles and work flows

8.4.2.3. OCR statistics and trends

8.4.2.4. Transactions and revenue rejected by reason for unreadable image (code-off)

8.4.2.4.1. By number and as a percent of all transactions

8.4.2.4.2. By number and as a percent of rejected transactions

8.4.2.3.2.1. By reasons for equipment failure, and by other reasons

8.4.2.4.3. Supervisor overrides

8.4.2.4.4. Manual review

8.4.2.4.5. Number of images processed and percent of rejects by person and user role

9. PERFORMANCE MEASUREMENT REQUIREMENTS

9.1. GENERAL & OVERVIEW

The performance measures included in this section define the expected performance of the Toll Collection System and its corresponding subsystems to ensure accurate and timely revenue collection operations and reporting. Performance measures apply to testing and operational environments. Refer to Table 1 for specific numeric Performance Measures.

9.2. SYSTEM PERFORMANCE REQUIREMENTS

9.2.1. GENERAL

9.2.1.1. **Capacity and Scalability –** Defined as the volume of transactions on a daily basis which must be properly processed by the system, both at lane and all back office and host functions.

9.2.1.2. **Time synchronization** – Defined as the time that shall be maintained between the time source and all other components of the System, to include all peripheral devices with time-stamp markings.

9.2.1.3. **Message and image retention** – Defined as the minimum period of time the system shall retain all messages and images in an active directory before archiving or other action acceptable storage.

9.2.2. REPORT GENERATION TIME / BROWSER APPLICATION PAGE LOADING TIME

9.2.2.1. **Scheduled Reports** – Defined as the maximum time it shall take for the reports defined in Section 8, Reporting Requirements, to be generated and delivered to COUNTY staff.

9.2.2.1.1. This requirement shall apply to reports generated from anywhere in the System (e.g., Toll Host, Plaza-level, workstations, etc.).

9.2.2.2. **Query and Report Generation (not ad hoc reporting)** – Defined as the number of records, as specified in Tables 1 , that the System shall process and provide a report or result within a specified time period (in seconds).

9.2.2.3. **Time for a Browser Page to Load** – Defined as the maximum time (in seconds) it shall take for browser application pages to load from the time a user requests the page (keystroke, mouse click or touch screen buttons).

9.2.2.3.1. This requirement shall apply to all workstations, terminals, MLTs, image review browser, external web applications, MOMS, dashboards, and mobile devices connected to the System.

9.2.3. OVERALL TRANSACTION CONTENT & ACCURACY

9.2.3.1. **Loss of Transaction data** – Defined as the overall loss of any transaction data as a result of system error, design defect, or communication loss under the control of the Contractor.

9.2.3.2. **Payment Card Transaction Transmission Time** – Defined as the amount of time allowed between the time the card is swiped through the lane card reader, (or CSC swipe reader, or web based "shopping cart" application) and the when the notification is provided to the customer of the status of the payment.

9.2.4. SYSTEM AVAILABILITY

9.2.4.1. **Availability** – Defined as the availability of subsystems to function as required and available for operations, expressed as percent available over a period of time less allowable exclusions.

9.2.4.1.1. Allowable exclusions shall include COUNTY-approved maintenance time, force majeure, and other events outside of the Contractor's control.

9.2.5. TRANSACTIONS

9.2.5.1. **Transaction Performance Accuracy (for each lane type e)** – Defined as the Lane Subsystem performance accuracy in processing all transactions types, and revenue types. The following parameters shall be measured:

9.2.5.2. **Cash Transaction Performance Accuracy** - Defined as the Lane Subsystem performance accuracy in processing cash transactions. The following parameters shall be measured:

9.2.5.2.1. Cash received appears in UFM as reported by the Lane

9.2.5.2.2. Transaction records the proper toll amount

9.2.5.3. **Image Correlation Success** - Defined as the success rate of capturing rear image(s) of the vehicle and license plate of the correct vehicle, expressed as the percentage of correct correlations over total correlations.

9.2.5.4. **Legible Image Capture Success** - Defined as the success rate of capturing a machine- and human-legible plate image where both plate number and state of issue are discernible, expressed as the percentage of successful images captured over total images captured during the specified period.

9.2.5.5. **Automation of OCR** - Defined as the number of all license plates (characters and state jurisdictions) correctly identified by the OCR automation processes divided by all license plates processed through the automated OCR process minus allowable exclusions.

9.2.5.6. **OCR leakage rate** - Defined as the number of human readable plates that were not read by the OCR process divided by all license plates processed through the automated OCR process.

9.2.5.7. **Accuracy of OCR** - Defined as the number of all license plates (characters and state jurisdictions) correctly identified by the subsystem, expressed as number of license plates correctly identified from the OCR automation processes divided by all license plates processed through the automated OCR process minus allowable exclusions.

Part V Method of Compensation

Bob Sikes Bridge
Toll System Upgrade Project

PD 14-15.030

Request for Proposals

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Attachment 1 – Method of Compensation Forms ..... 1#
Attachment 2 – Price Proposal Forms 1

1. GENERAL

The Contractor shall accept the compensation terms as defined in this section as full payment for all work required in the Statement of Work.

2. ASSIGNMENT OF WORK

2.1. GENERAL

The Contractor shall commence work or incur costs only upon receipt of a written authorization (or Notice to Proceed) from COUNTY.

2.2. PHASES

The written authorization for phases will specify all work to be done and the agreed compensation to be paid for the phase based on the unit rates established in the Price Proposal. A written authorization will be issued for an entire numerical phase.

2.3. REIMBURSABLE ITEMS

COUNTY will issue to the Contractor a written authorization establishing a reimbursable allowance upon which the Contractor shall be paid for costs incurred in accordance with Section 13.0 Direct Reimbursable Pay Items of Volume III - Statement of Work.

2.4. SUPPLEMENTAL WORK/OPTIONAL SERVICES

COUNTY will issue to the Contractor a written authorization for each Supplemental Work Order assigned under this Contract. The written authorization will specify the work to be done and the agreed compensation to be paid. The compensation to the Contractor will be a negotiated amount established as either a lump sum amount or maximum amount or combination thereof based on estimated hours at the hourly rates set forth in Attachment 2, plus mutually agreed expenses.

2.5. PURCHASES OF EQUIPMENT BY OTHER POLITICAL SUBDIVISIONS

In addition to COUNTY's purchase, other political divisions of the State of Florida (i.e. State agencies, counties, cities, and expressway authorities) which operate toll roads, now or in the future, may purchase, subject to their own governing law, toll collection system software and equipment, through the COUNTY Contract or directly from the Contractor. Purchase shall be at or below the unit rates applicable to COUNTY's planned purchases in the same time period.

3. INVOICES AND PROGRESS PAYMENTS

3.1. INVOICES

The Contractor shall submit monthly invoices to COUNTY in a format acceptable to COUNTY. The Contractor shall invoice by written authorization and within each letter, by Phase as applicable. Phases within a written authorization shall be invoiced individually such that separate invoices shall be prepared for work performed during the preceding month for a Phase.

Each invoice shall be typewritten or computer generated on the Contractor's letterhead and shall identify the phase, authorization number, dates work conducted, and Project Number(s), Contract pay item, unit price, quantity billed, total cost for each pay item, as applicable, and the total invoiced amount.

3.2. CERTIFICATION OF PAYMENT TO SUBCONTRACTORS

The Contractor shall submit with each invoice, except the first invoice, a certification that the Contractor has disbursed to all subcontractors, laborers, and materials suppliers, having an interest in the Phase to which the invoice applies, their pro-rata shares of previous payments received by the Contractor for all work completed and materials furnished in the previous period for the Phase. This certification shall be in the form designated by COUNTY (see Attachment). COUNTY will not make any payments after the initial payment until Contractor furnishes said certification, unless the Contractor demonstrates good cause for not making any such required payment and provides written notification of any such good cause to both COUNTY and the affected subcontractors, laborers, and material suppliers.

Within 30 days of receipt of final payment for each phase the Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Contractor demonstrates good cause for not making any said required payments and furnishes written notification of any such good cause to both COUNTY and the affected subcontractors or suppliers within said 30 day period.

3.3. WITHHOLDING OF PAYMENT

COUNTY reserves the right to withhold payment(s) in whole or in part, and to continue to withhold any such payments for work not completed or work completed unsatisfactorily, when work is behind schedule or work that is otherwise performed in an inadequate or untimely fashion, as determined by COUNTY. Any and all such payment(s) previously withheld will be released and paid to the Contractor promptly when the work is subsequently performed satisfactorily and the approved schedule is regained. COUNTY may continue payments although the Contractor's work is behind schedule, if COUNTY is satisfied that the Contractor is diligently pursuing the work in accordance with the approved schedule.

3.4. CONTRACTOR DAMAGES TO COUNTY

The cost of any repairs performed by COUNTY as a result of the Contractor's performance of duties that result in damages or necessary repair actions as determined by COUNTY shall be deducted from the Contractor's monthly payment.

Any liquidated damages as defined in Appendix E in accordance with the contract may be deducted from the Contractor's monthly payment.

3.5. FINAL INVOICE

The Contractor shall submit all the outstanding invoices or issues pertaining to the contract within forty-five (45) calendar days of the termination date/last day of the term of the contract. Failure to timely submit the outstanding invoices or issues, by the Contractor, may be grounds for COUNTY to close the contract. COUNTY will not be obligated to reimburse the Contractor for any invoice submitted thereafter, unless the Contractor has obtained a written exception to the time limit, from COUNTY. The Contractor shall submit a Certificate of Contract Completion with the final invoice.

In the event that funds paid to the Contractor under this contract are subsequently disallowed by COUNTY because of accounting error or charges not in conformity with this contract, the Contractor agrees that such disallowed amounts are due to COUNTY upon demand. Further, Contractor agrees that COUNTY shall have the right to deduct from any payment due to the Contractor under any other contract between the Contractor and COUNTY or under this contract, an amount sufficient to satisfy any amount due and owing COUNTY by the Contractor under this contract.

4. COMPENSATION AND PAYMENT

4.1. GENERAL

The Contractor shall accept the compensation as provided in this contract as full payment for managing, designing, furnishing materials, installing, integrating, testing and maintaining all equipment, software, and ancillary items of work as required to complete the project as detailed in the Statement of Work. All work specified herein, or implied in any way in the Statement of Work and Functional Specifications, shall be done whether or not the work is specifically defined on any price list.

4.2. QUANTITIES

The estimated quantities shown in the Price Proposal are anticipated but not guaranteed. If the actual usage during the contract period is less than or greater than what is identified, the contract unit prices bid by the Contractor shall remain unchanged. Should quantities of pay items vary from the original bid, the contractor will be compensated based on the actual installed quantities.

4.3. SCOPE OF PAYMENTS

For any item of work contained in the Contractor's proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, the

contract unit price for the pay item shall be full compensation for furnishing all materials and for the preparation, assembly, and installation of these materials and for furnishing all labor, support services, equipment, tools, and incidentals necessary to complete the item of work, including all requirements of the section specifying such item of work, except as specifically excluded from any such payments.

For any item of work not covered, the Contract unit price shall be mutually agreed upon by the parties and set forth in a written amendment or supplement to this Contract.

Payment for any item in the Contract does not relieve the Contractor from any Contract responsibilities.

5. BASIS OF PAYMENT

5.1. METHOD OF COMPENSATION FORMS

The method of compensation describing the pay items, measurement and payment are found in Attachment 1. The below example describes the fields of the form.

The description, measurement, and payment for each pay item is described in the form below. The quantity of work to be paid for shall be the number of each item installed or completed units in place and ready for operation as accepted by COUNTY.

Pay Item No.	Name	Unit
This field indicates the root Pay item number. This number may be associated with a prefix that indicates the Roadway section or plaza group	Defines the name of the pay items	Defines the unit of measure of the pay item
Description This section provides a summary listing of work elements included in the pay item. The text in this box is not intended to be a comprehensive listing, but rather a summary listing. More information indicating all the details of work included in the item is defined the Requirements and Statement of Work Documents where the work is specified. The contract unit price for the pay item shall be full compensation for furnishing all materials and for the preparation, assembly, and installation of these materials and for furnishing all labor, support services, equipment, tools, and incidentals necessary to complete the item of work, including all requirements of the section specifying such item of work with any exceptions noted in this section.		
Payment Terms Defines the timing of when the pay items can be invoiced, and may also be associated with project milestones.		

6. PRICE PROPOSAL FORMS

6.1. PRICE PROPOSAL FORMS

The method of compensation describing the pay items, measurement and payment are found in Attachment 1Instructions for use

6.1.1. COMPLETION OF THE FORMS

6.1.1.1. The Contractor shall use the provided forms in the Attachment 2.

6.1.1.2. Failure to submit a price proposal is grounds for rejection.

6.1.1.3. The Contractor shall provide a price in the indicated field on for every item.

6.1.1.4. The Contractor shall provide details supporting the unit cost of each pay item, upon request by the County.

6.1.1.5. The Contractor shall provide any remarks, or exceptions to any Pay Item.

Part VI Method of Compensation – Attachment 1 – Pay Item Descriptions

Bob Sikes Bridge
Toll System Upgrade Project

PD 14-15.030

Request for Proposal

Volume VI - Method of Compensation
Attachment 1
Pay Item Descriptions

Pay Item No.	Name	Unit - abbreviation	Unit
Project Management, Documentation, and Testing			
1	**Toll System Implementation**	LS	Lump Sum

Description:
This pay item is for all costs necessary for completion of the project in accordance with the contract except as excluded by other pay items. This includes any establishment of the Contractor's project office, project management, all associated meetings, design, documentation, equipment, servers, software, licenses, permits , installation, maintenance of traffic, demolition, testing, warranty and any initially maintenance period prior to successful completion of the System Acceptance test.

This pay item include any transponder and miscellaneous equipment to complete all testing activities and all initial configurations, and miscellaneous expenses necessary to properly complete the work

This pay item includes without limitation, leases, labor, equipment, workstations, servers, communications equipment, permits, materials, furnishings, fixtures, services, fees, taxes, etc.

Payment Terms:

- 25% Phase I – at completion of Detailed Design review
- 50% Phase II – at completion of Milestone 4- Factory Acceptance testing
- 80% Phase II - Milestone 7 – Satisfactory Completion of System Installation & Commissioning Testing
- 100% - Phase III - Milestone 8 – Satisfactory Completion of the Final System Acceptance Test (SAT)

2	**Transponder**	EA	Each

Description:
This pay item is for all costs necessary for furnishing, programming, labeling, packaging, delivery/shipping to the COUNTY Toll Pass transponders in accordance with the Contract.

This pay item includes without limitation labor, equipment, permits, materials, services, fees, taxes, etc.

Payment Terms:

- Invoice within 60 days of delivery

3	**Toll System Maintenance**	MO	Monthly

Volume VI - Method of Compensation
Attachment 1
Pay Item Descriptions

Pay Item No.	Name	Unit - abbreviation	Unit

Description:
This pay item is for all costs necessary to provide complete maintenance services for all hardware and software employed in the **Toll System** (lanes, Plaza, Host (CSC and web)).
This pay item unit price shall include any and all cost of living adjustments that apply to each year bid.
This pay item includes all labor, equipment, support services, materials, installation, maintenance of traffic, warranties, licenses, fees, taxes, other expenses, etc. Individual years will be authorized with separate annual authorization notices.

This pay item also includes all configuration services, documentation, and all associated meetings and miscellaneous expenses necessary to properly complete the work.

Work under this pay item includes the following without limitation:

1. Maintenance Facility leases and utilities
2. Hardware and software maintenance (corrective, predictive, and preventive)
3. Software updates, security patches, configuration management, etc.
4. License renewal(s)
5. Replacement of component(s)
6. Maintenance logs and reports
7. Spare parts ordering and inventory management
8. labor to support maintenance activities
9. miscellaneous items such as cabling, fasteners, connectors, test equipment, tools and other necessary items to complete maintenance activities.
10. Spare parts components less than or each to $50 each

Payment Terms:
Monthly Invoice at the end of each billing period beginning on the date of Final System Acceptance and extending through the end of the Maintenance Period.

4	**Reimbursable Costs**	EA	Each

Description:
This pay item is for actual costs, without any Contractor markup, associated with the requirements of this contract.

Work under this pay item includes the following without limitation:

1. All spare parts and assembled components greater than $50 each
2. Any required commercial data communications to the County's network on a monthly basis
3. Credit card processing services monthly charges on a transaction basis

Payment Terms:

- Monthly Invoice at the end of each billing period including all related project costs, include copies of any invoices from 3 party subcontractors.

5	**Image Processing Subsystem (IPS) – (FUTURE OPTION)**	LS	Lump Sum

Volume VI - Method of Compensation
Attachment 1
Pay Item Descriptions

Pay Item No.	Name	Unit - abbreviation	Unit
Description: This pay item is for all costs necessary to design, develop, procure, install, test and obtain final acceptance and provision of all hardware, custom software developed, or purchased for the **IPS** subsystem. This pay item includes all labor, equipment, workstations, servers, communications equipment, support services, materials, warranties, licenses, fees, taxes, other expenses, etc. This pay item also includes all configuration services, documentation, and all associated meetings and miscellaneous expenses required to properly document all software. Work under this pay item includes the following without limitation: 1. VSR and OCR software tuning and documentation 2. Software design, development, and configuration 3. Development of sample license plate images for tuning purposes 4. Development of any necessary simulation data 5. Necessary server and associated hardware for operations and data storage 6. Interface design, development and documentation to back Office System/CSC//Host and new Toll Host 7. System user documentation, installation drawings, and as-built documentation , installation drawings, and as-built documentation			
Payment Terms: • 75% upon successful commissioning • 25% upon Successful Completion of successful acceptance testing			
6	**Collection Tracking - (FUTURE OPTION)**	LS	Lump Sum

Volume VI - Method of Compensation
Attachment 1
Pay Item Descriptions

Pay Item No.	Name	Unit - abbreviation	Unit

Description:
This pay item is for all costs necessary to design, develop, procure, install, test and obtain final acceptance and provision of all hardware, software, custom software developed, or purchased for the **Collection Tracking** subsystem.

This pay item includes all labor, equipment, workstations, servers, communications equipment, support services, materials, warranties, licenses, fees, taxes, other expenses, etc.
This pay item also includes all configuration services, documentation, and all associated meetings and miscellaneous expenses required to properly document all software.

Work under this pay item includes the following without limitation:

1. software documentation
2. Software design, development, and configuration
3. Development of business rules collaboratively with the County Development of sample interfaces and data
4. Development of any necessary simulation data
5. Necessary server and associated hardware for operations and data storage
6. Interface design, development and documentation to collection entity and County back Office System/CSC/Host and new Toll Host
7. System user documentation, installation drawings, and as-built documentation , installation drawings, and as-built documentation

Payment Terms:

- 75% upon successful commissioning
- 25% upon Successful Completion of successful acceptance testing

7	**Back Office Toll Enforcement Center Subsystem - Violation Processing System (VPC) - (FUTURE OPTION)**	LS	Lump Sum

Description:
This pay item is for all costs necessary to design, develop, procure, install, test and obtain final acceptance and provision of all hardware, software, custom software developed, or purchased for the **VPC** subsystem.

This pay item includes all labor, equipment, workstations, servers, communications equipment, support services, materials, warranties, licenses, fees, taxes, other expenses, etc.

This pay item also includes all configuration services, documentation, and all associated meetings and miscellaneous expenses required to properly document all software.

Work under this pay item includes the following without limitation:

1. software documentation
2. Software design, development, and configuration
3. Development of business rules collaboratively with the County for registration holds and uniform traffic citation issuance.

Volume VI - Method of Compensation
Attachment 1
Pay Item Descriptions

Pay Item No.	Name	Unit - abbreviation	Unit
	4. Development of sample interfaces and data 5. Development of any necessary simulation data 6. Necessary server and associated hardware for operations and data storage 7. Interface design, development and documentation to collection entity and County back Office System/CSC/Host and new Toll Host 8. System user documentation, installation drawings, and as-built documentation , installation drawings, and as-built documentation		
Payment Terms: • 75% upon successful commissioning • 25% upon Successful Completion of successful acceptance testing			
8	**Optical Character Recognition (OCR) and Image reviewer function) - (FUTURE OPTION)**	LS	Lump Sum
Description: This pay item is for all costs necessary to design, develop, procure, install, test and obtain final acceptance and provision of all hardware, software, custom software developed, or purchased for the **OCR and image reviewer** functionality. This pay item includes all labor, equipment, workstations, servers, communications equipment, support services, materials, warranties, licenses, fees, taxes, other expenses, etc. This pay item also includes all configuration services, documentation, and all associated meetings and miscellaneous expenses required to properly document all software. Work under this pay item includes the following without limitation: 1. OCR software, tuning and documentation 2. Software design, development, and configuration 3. Development of sample license plate images for tuning purposes 4. Development of any necessary simulation data 5. Necessary server and associated hardware for operations and data storage of OCR data results 6. Implementation of a OCR results so as to be able to search data by specific criteria including OCR results 7. System user documentation, installation drawings, and as-built documentation, installation drawings, and as-built documentation			
Payment Terms: • 75% upon successful commissioning • 25% upon Successful Completion of successful acceptance testing			

Volume VI - Method of Compensation

Attachment 2

Price Proposal Form

Pay Item No.	Name	Unit	Quantity	Unit Price [A]	Extended Price	Proposer Remarks
Toll System						
1	Toll System Implementation	LS	1		$0.00	
Transponders						
2-1	Transponder [1]	EA	5,000			
2-2	Transponder [1]	EA	10,000			
2-3	Transponder [1]	EA	20,000			
2-4	Transponder [1]	EA	30,000		$0.00	
Maintenance						
3-1	Toll System Maintenance - Year 1	MO	12		$0.00	
3-2	Toll System Maintenance - Year 2	MO	12		$0.00	
3-3	Toll System Maintenance - Year 3	MO	12		$0.00	
3-4	Toll System Maintenance - Year 4	MO	12		$0.00	
3-5	Toll System Maintenance - Year 5	MO	12		$0.00	
	Subtotal Maintenance				$0.00	
				TOTAL	**$0.00**	
Reimbursable						
4	Reimbursable Cost	EA				
Future Options - the County may or may not elect to proceed with these items						
5	Image Processing Subsystem (IPS)	LS	1		$0.00	
6	Collection Tracking	LS	1		$0.00	
7	Back Office Toll Enforcement Center Subsystem - Violation Processing System (VPC)	LS	1		$0.00	
8	Optical Character Recognition (OCR) and Image reviewer function	LS	1		$0.00	
	Subtotal Options				$0.00	
				GRAND TOTAL	**$0.00**	

Notes:

[A] Proposer is to complete unit prices in this column, and as necessary offer remarks

[1] Denote potenital order quantities for volume pricing over the term of the constract

Appendix A: Pensacola Beach Toll Plaza Plans

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

Project Redlines

CONSTRUCTION DOCUMENTS
NOVEMBER 11, 2005

SHEET INDEX

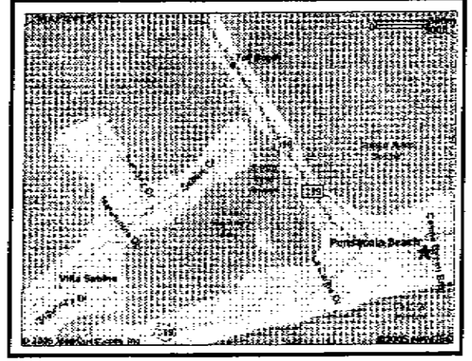
T-1 TITLE SHEET, SITE PLAN
A-1 FLOOR PLAN
A-2 BUILDING ELEVATIONS
A-3 BUILDING ELEVATIONS
A-4 TOLL BOOTH SECTIONS & DETAILS
A-5 DOORS, WINDOWS AND MILLWORK

S-0 STRUCTURAL NOTES
S-1 STRUCTURAL ROOF AND FOUNDATION PLAN
S-2 SECTIONS
S-3 STRUCTURAL DETAILS

M-1 HVAC LEGENDS, NOTES & SCHEDULES
M-2 HVAC FLOOR PLANS
M-3 HVAC DETAILS

E-001 LEGEND, ABBREVIATIONS AND NOTES
E-006 EXISTING SINGLE LINE DIAGRAM
E-006 PROPOSED SINGLE LINE DIAGRAM
E-020 PROPOSED PANEL SCHEDULES
E-100 ELECTRICAL DEMOLITION OVERVIEW
E-101 ELECTRICAL SITE PLAN
E-110 CANOPY LIGHTING PLAN
E-111 PROPOSED ELECTRICAL EQUIPMENT INSTALLATION
E-112 PROPOSED VIDEO EQUIPMENT INSTALLATION
E-113 PROPOSED SECURITY SYSTEM INSTALLATION
E-200 LANE 1 LIGHTING/POWER PLANS
E-201 LANE 1 TELCOM/FIRE ALARM PLANS
E-300 LANE 2 ELECTRICAL PLANS
E-400 LANE 3 ELECTRICAL PLANS
E-500 LANE 4 ELECTRICAL PLANS
E-600 NETWORK OVERVIEW
E-601 NETWORK EQUIPMENT DESCRIPTION AND REQUIREMENTS
E-602 ELECTRICAL DETAILS
E-603 ELECTRICAL DETAILS
E-604 ELECTRICAL DETAILS

VICINITY MAP (NTS)



ABBREVIATIONS LEGEND

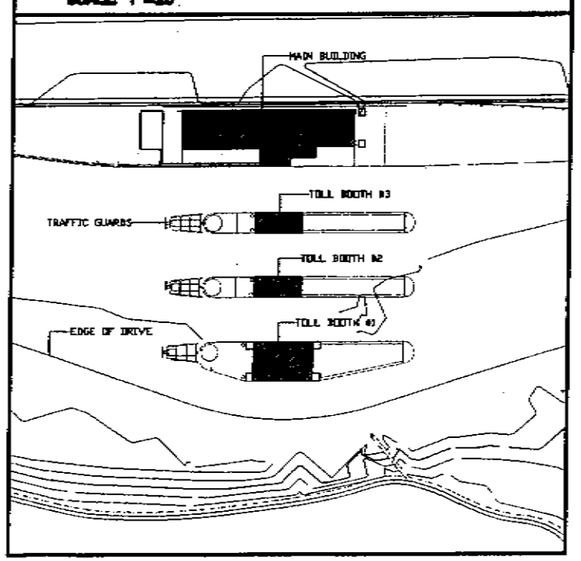
ACOUS.	ACOUSTICAL	ELEV.	ELEVATION	INFO.	INFORMATION	R	RISER
A.F.F.	ABOVE FINISHED FLOOR	EQ.	EQUAL	INSUL.	INSULATION	RAD	RADIUS
ALT.	ALTERNATE	EQUIP.	EQUIPMENT	INT.	INTERIOR	RCP	REINFORCED CONC. PIPE
ALUM	ALUMINUM	EXIST./EXI.	EXISTING	JAN.	JANITOR	REINF.	REINFORCEMENT
AW	ASH/ WASTE RECEPTACLE	EWC	ELECTRIC WATER COOLER	L	LENGTH	RM.	ROOM
BEJ	BRICK EXPANSION JOINT	EPS	ELECTRIC PROJECTOR SCREEEN	MB	MARKER BOARD	R.O.	ROUGH OPENING
BLDG.	BUILDING	FBO	FURNISHED BY OWNER	MECH.	MECHANICAL	SD	STORM DRAIN
BRG.	BEARING	FD	FLOOR DRAIN	MEMB.	MEMBRANE	SC	SCALE
BOTT.	BOTTOM	FC	FIRE CODE (GYP. BD.)	MDO	MEDIUM DENSITY OVERLAY PLYWOOD	SMEP	SEAMLESS EPOXY FINISH
BM.	BEAM	FIN	FINISH			SMFF	SEAMLESS RESINOUS FLR. SYS.
BLKG.	BLOCKING	FF	FINISHED FLOOR	MH	MANHOLE	SS	SANITARY SEWER
CW	COLD WATER	FTG.	FOOTING	M.O.	MASONRY OPENING	S.S.	STAINLESS STEEL
CB	CHALKBOARD	FLR.	FLOOR	MR	MIRROR	STL	STEEL
C.J.	COLD JOINT	FE	FIRE EXTINGUISHER	M.S.	METAL SHELVING	STOR.	STORAGE
CLG.	CEILING	FEC	FIRE EXTINGUISHER IN WALL CABINET	MT	METAL THRESHOLD	STONE	LIMESTONE
CLG. HT.	CEILING HEIGHT	FT	FACIAL TISSUE DISPENSER	MTD	MOUNTED	STRUCT.	STRUCTURE
C.M.U.	CONCRETE MASONRY UNITS	FM	FORCE MAIN	MW	MILLWORK	SUSP.	SUSPENDED
COL.	COLUMN	FH	FIRE HYDRANT	ND	NAPKIN DISPOSER	SUSP. SYS.	SUSPENSION SYSTEM
CONC.	CONCRETE	GB	GRAB BAR	NIC	NOT IN CONTRACT	TB	TACK BOARD
CONST.	CONSTRUCTION	GA.	GAUGE	NO.	NUMBER	TR	TREATED (WOOD)
CONT.	CONTINUOUS	GALV.	GALVANIZED	NTS	NOT TO SCALE	TYP.	TYPICAL
C.T.	CERAMIC TILE	GL.	GLASS	NV	NAPKIN VENDOR	TCP	THIN COAT PLASTER (SYSTEM)
CU	COPPER	GYP BD.	GYPSUM BOARD	O.C.	ON CENTER	TW	TOWEL DISPENSER/ WASTE RECEPTACLE
DET.	DETAIL	HB	HOSE BIB	OPP	OPPOSITE		
DIA.	DIAMETER	HDWD.	HARDWOOD	PB	PEG BOARD	TP	TOILET PAPER DISPENSER
DWG.	DRAWING	HM	HOLLOW METAL	P/L	PLASTIC LAMINATE	U.O.N.	UNLESS OTHERWISE NOTED
D.F.	DRINKING FOUNTAIN	HMF	HOLLOW METAL FRAME	PLUMB.	PLUMBING	VCT	VINYL COMPOSITE TILE
D.S.	DOWN SPOUT	HORIZ.	HORIZONTAL	PS	PROJECTOR SCREEN	W.	WIDE
DN	DOWN	HT.	HEIGHT	PT.	PAINT	W/	WITH
EA	EACH	HEWC	HANDICAPPED ELECTRIC WATER COOLER	P.T.	PRESSURE TREATED	WD.	WOOD
E.J.	EXPANSION JOINT			PLWD.	PLYWOOD	WP.	WATERPROOF
EL	ELEVATION (GRADE)					WR.	WATER RESISTANT

SYMBOLS LEGEND

206	ROOM NUMBER	1	DEMOLITION NOTE	12	DETAIL NUMBER THAT SHEET	A	WALL TYPE
150	DOOR NUMBER	1	CONSTRUCTION NOTE (NEW WORK NOTE)	B	BUILDING SECTION, DIRECTION INDICATED BY ARROW	A	WALL TYPE
A	WINDOW TYPE	1/12	DETAIL NUMBER SHEET NUMBER	1/A.5	SECTION CUT, DIRECTION INDICATED BY ARROW		SPOT ELEVATION

SITE PLAN – AREA OF WORK

SCALE: 1"=20'



FLORIDA PRODUCT APPROVAL NUMBERS

DOORS
TIGER DOOR – FL NUMBER PENDING
CECO DOOR – FL 4551

WINDOWS
VISTAWALL FCSW00 STORM WAX (FIXED) – FL 2887
WHCO 3410 OPERABLE INSERT – FL 2547

THESE ITEMS REPRESENT THE BASIS FOR THE DESIGN. EACH SECTION OF THE SPECIFICATIONS LISTS EQUAL PRODUCTS.

THESE EQUALS ARE REQUIRED TO PROVIDE FLORIDA PRODUCT APPROVAL NUMBERS AS WELL.

CONSULTANTS

STRUCTURAL/MECHANICAL
SCHMIDT, DELL & ASSOCIATES
139 E. GOVERNMENT ST.
PENSACOLA, FL 32502
(850) 438-0050
(850) 432-8631 (FAX)

ELECTRICAL
BASKERVILLE-DONOVAN, INC.
449 W. MAIN ST.
PENSACOLA, FL 32502
(850) 438-9661
(850) 433-6761 (FAX)

SAM MARSHALL ARCHITECTS
325 S PALAFOX STREET
PENSACOLA, FL 32502
(850) 433-7842
(850) 433-0510 fax

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: TITLE SHEET SITE PLAN

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By:
Checked By:
Approved By:

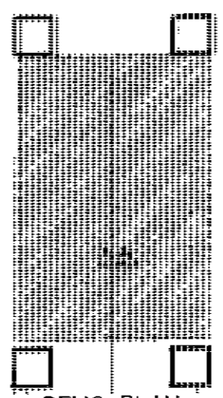
Dwg. No: T-1

GENERAL NOTES

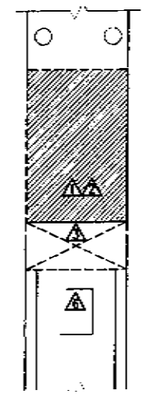
REPAINT WALLS OF INTERIOR OF BUILDING

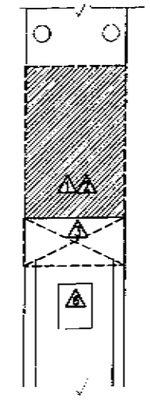
NEW WORK NOTES

1. INSTALL NEW WALL BOARD OVER EXISTING FRAMING
2. INSTALL NEW CEILING TILE IN EXISTING GRID
   PATCH GRID AS NEEDED TO ACCOMODATE DUCTWORK.
3. INSTALL NEW INSULATION IN ATTIC SPACE.
4. REPAIR DAMAGED EIFS SYSTEM
5. INSTALL NEW ALUMINUM FENCE AND GATE
6. POUR NEW SLAB
7. INSTALL NEW FLOORING
8. CONSTRUCT TOLL BOOTHS 1, 2&3 AS DETAILED ON FOLLOWING SHEETS
9. RAISE ELECTRICAL BOXES FLUSH WITH PAVING.
10. INFILL WALL WITH CMU, MATCH EXTERIOR & INTERIOR FINISHES
11. INSTALL NEW STEEL DOOR



1 DEMO PLAN
SCALE: 1/4" = 1'-0"



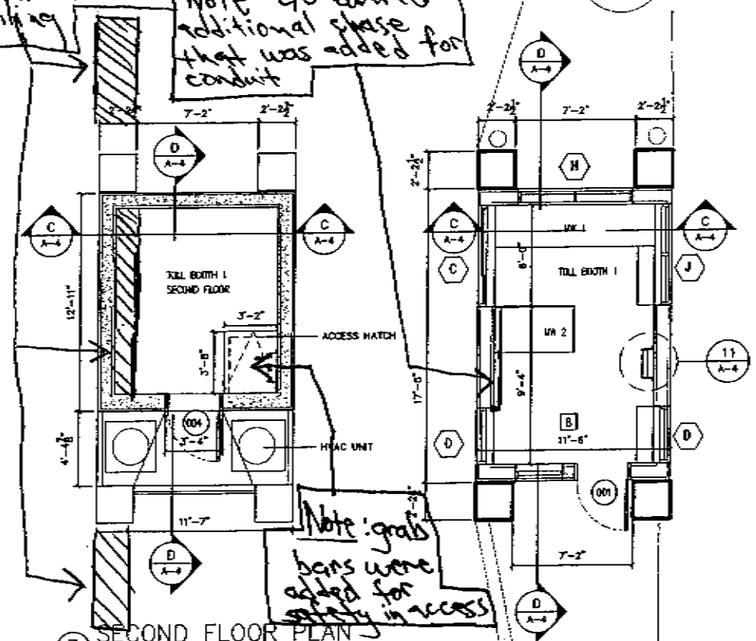


DEMOLITION NOTES

1. REMOVE PACKAGED STEEL TOLL BOOTHS.
2. PRESERVE ELECTRICAL PROVISIONS FROM TOLL BOOTHS TO GATES AND LIGHTS
3. REMOVE CONCRETE SLAB AND CURBS
4. PRESERVE ROADWAY PAVING
5. REMOVE WINDOW "A" IN MAIN BUILDING & CUT WALL BELOW TO 2'8" ABOVE FINISHED FLOOR
6. REMOVE ELECTRICAL BOX. PRESERVE ELECTRICAL PROVISIONS.

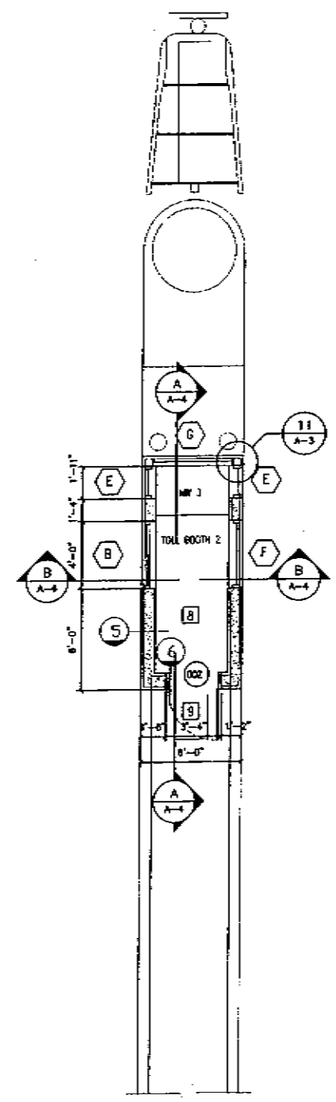
Note C/O for additional EIFS to fill in ceiling

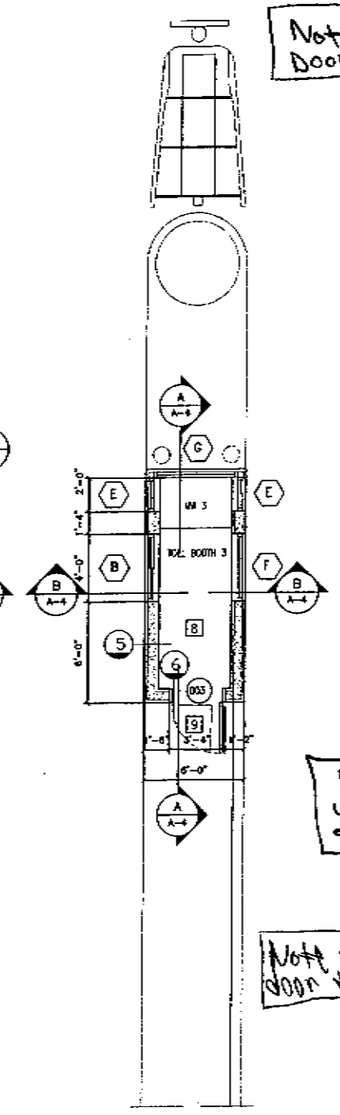
Note C/O covered additional space that was added for conduit



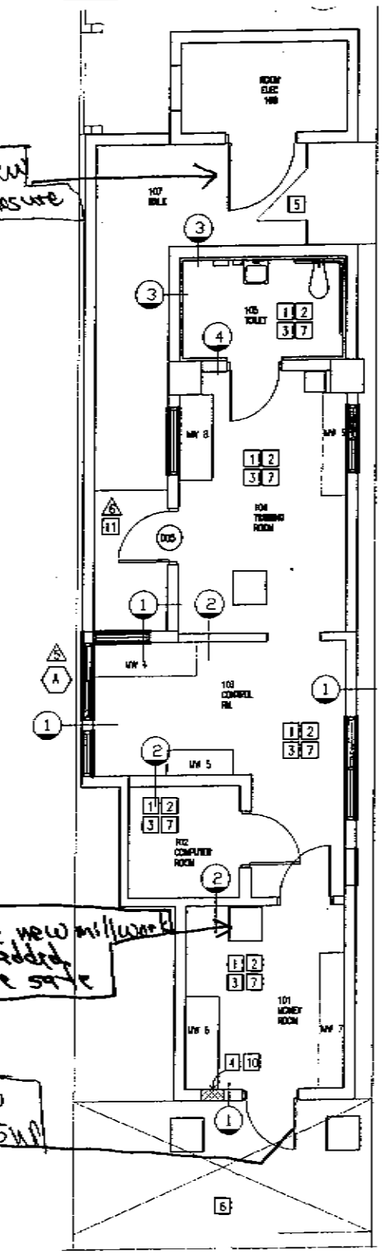
Note: grab bars were added for safety in access

3 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"





Note New Door + closure



Note new millwork was added above safe

Note new door + closure

2 FLOOR PLAN
SCALE: 1/4" = 1'-0"

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BASKERVILLE-DONOVAN, INC.

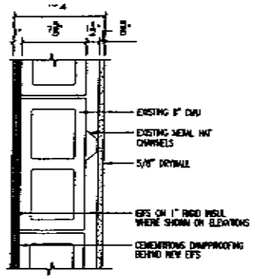
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By:	Revision Description

Title: FLOOR PLAN

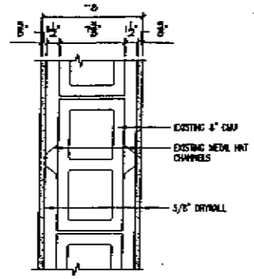
Scale: AS NOTED
Date: NOVEMBER 11, 2005
Drawn By: JF
Checked By: WM
Approved By:

Dwg. No: A-1



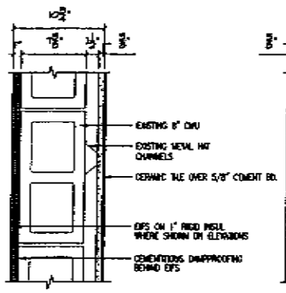
EXTERIOR PARTITION

1 PARTITION TYPE
SCALE: 1 1/2" = 1'-0"



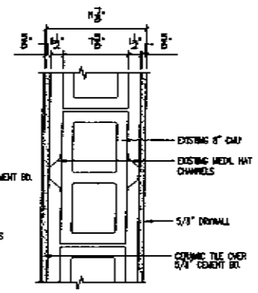
INTERIOR PARTITION

2 PARTITION TYPE
SCALE: 1 1/2" = 1'-0"



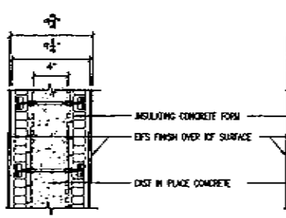
EXTERIOR PARTITION

3 PARTITION TYPE
SCALE: 1 1/2" = 1'-0"



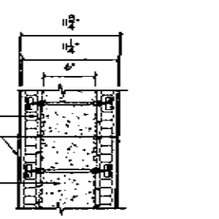
INTERIOR PARTITION

4 PARTITION TYPE
SCALE: 1 1/2" = 1'-0"



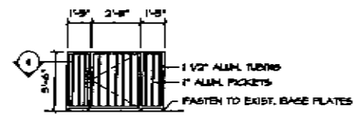
EXTERIOR PARTITION

5 PARTITION TYPE
SCALE: 1 1/2" = 1'-0"

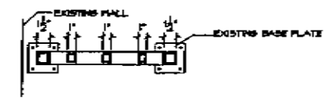


EXTERIOR PARTITION

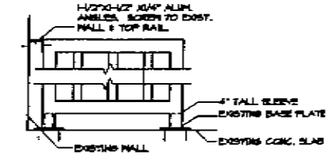
6 PARTITION TYPE
SCALE: 1 1/2" = 1'-0"



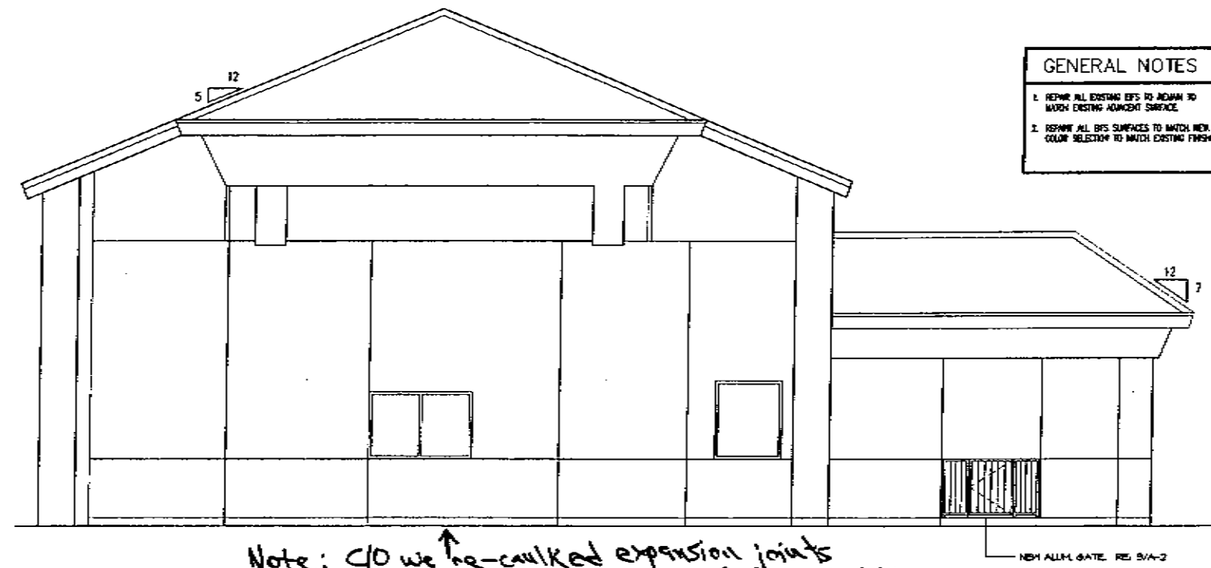
3 GATE ELEV.
SCALE: 1/4" = 1'-0"



4 GATE DETAIL (ELEV.)
SCALE: 1-1/2" = 1'-0"



5 GATE DETAIL (PLAN)
SCALE: 1-1/2" = 1'-0"

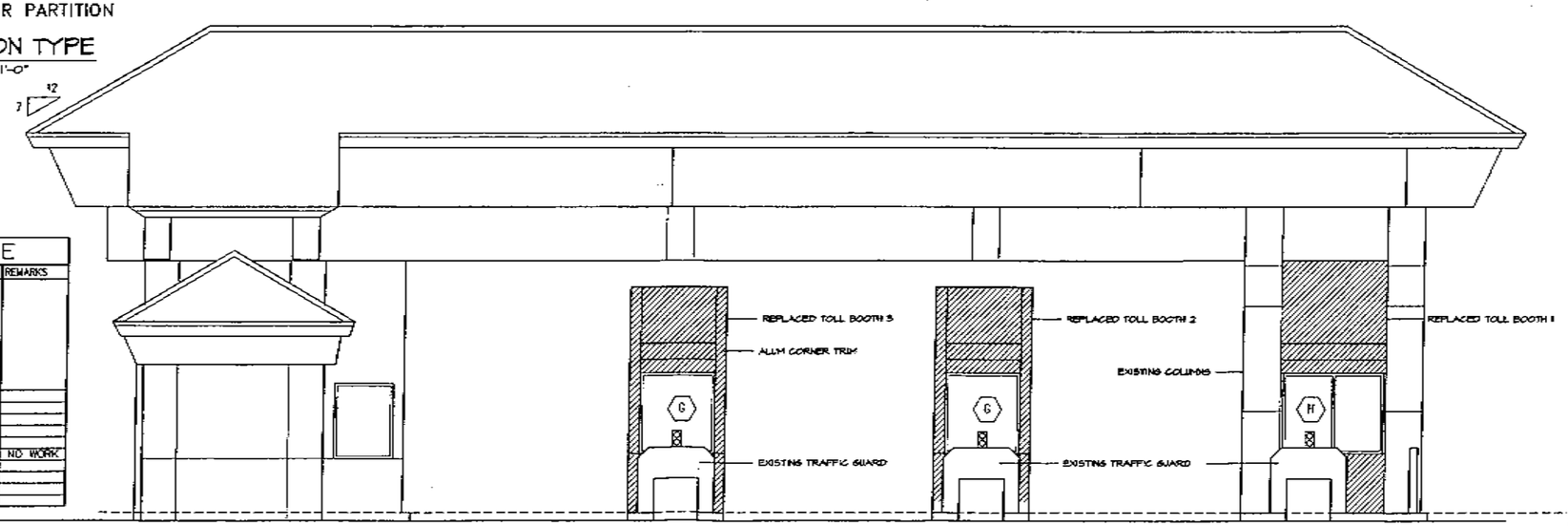


Note: C/O we re-caulked expansion joints around outside perimeter of the main bldg.

1 EAST ELEVATION
SCALE: 1/4" = 1'-0"

GENERAL NOTES

1. REPAIR ALL EXISTING EIFS TO ADJOIN TO MATCH EXISTING ADJACENT SURFACE.
2. REPAIR ALL EIFS SURFACES TO MATCH NEW. COLOR SELECTION TO MATCH EXISTING FINISHES



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

ROOM FINISH SCHEDULE

RM. NO.	ROOM NAME	FLOORS: VCT	FLOORS: CERAMIC TILE	FLOORS: CONCRETE (STAINED)	BASE: RUBBER	BASE: CERAMIC TILE	BASE: NONE	WALLS: CMU	WALLS: GYP. BD.	WALLS: CERAMIC TILE	WALLS: SYNTHETIC FINISH	CLNG.: PLYWOOD	CLNG.: SUSP. ACOUS.	CLNG.: GYP. BD.	CLNG.: EXIST.	REMARKS
101	MONEY ROOM	●				●			●				●			
102	COMPUTER ROOM	●				●			●				●			
103	CONTROL ROOM	●				●			●				●			
104	TRAINING ROOM	●				●			●				●			
105	TOILET		●				●			●				●		
106	ELEC. RM.															NO WORK
1	TOLL BOOTH			●		●					●			●		
1	TOLL BOOTH 2ND FLR			●				●						●	●	
2	TOLL BOOTH			●		●					●			●		
3	TOLL BOOTH			●		●					●			●		

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

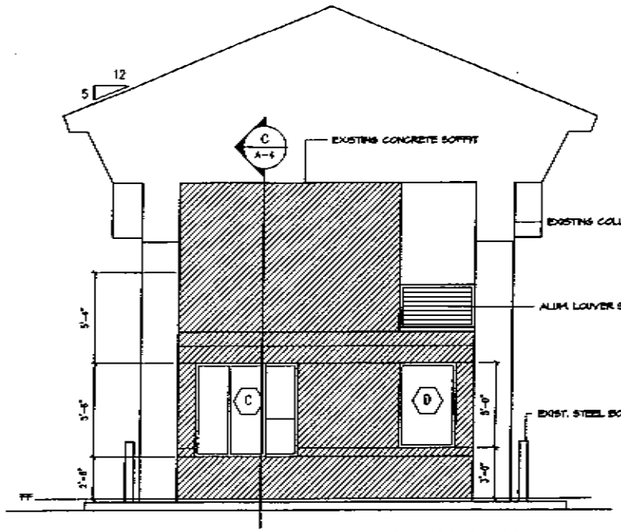
REVISIONS

No.	Description	Date

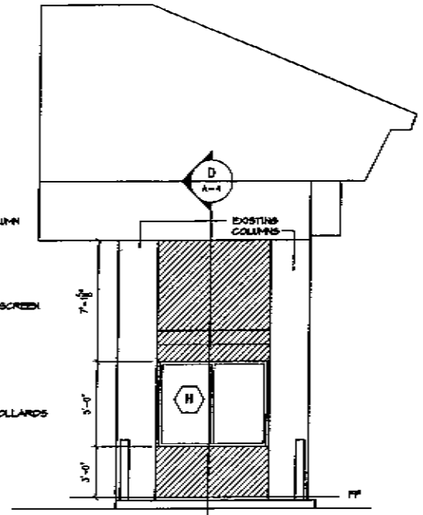
Title: BUILDING ELEVATIONS

Scale: AS NOTED
Date: NOVEMBER 4, 2005
Drawn By: JF
Checked By: WM
Approved By:

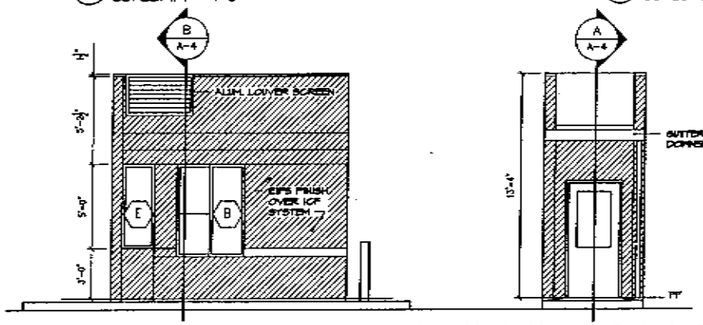
Dwg. No: A-2



3 TOLL BOOTH 1 WEST ELEVATION
SCALE: 1/4" = 1'-0"

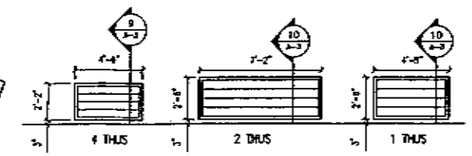


4 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

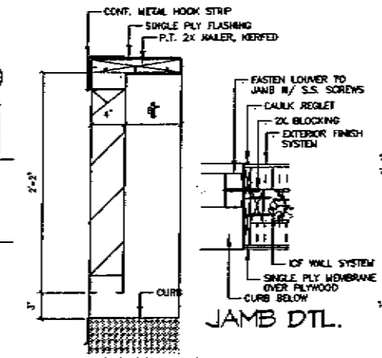


5 TOLL BOOTH 2 & 3 WEST ELEVATION
SCALE: 1/4" = 1'-0"

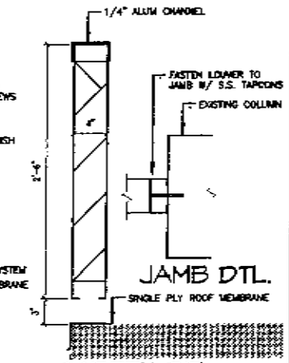
6 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



8 SCREEN ELEVATIONS
SCALE: 1/4" = 1'-0"

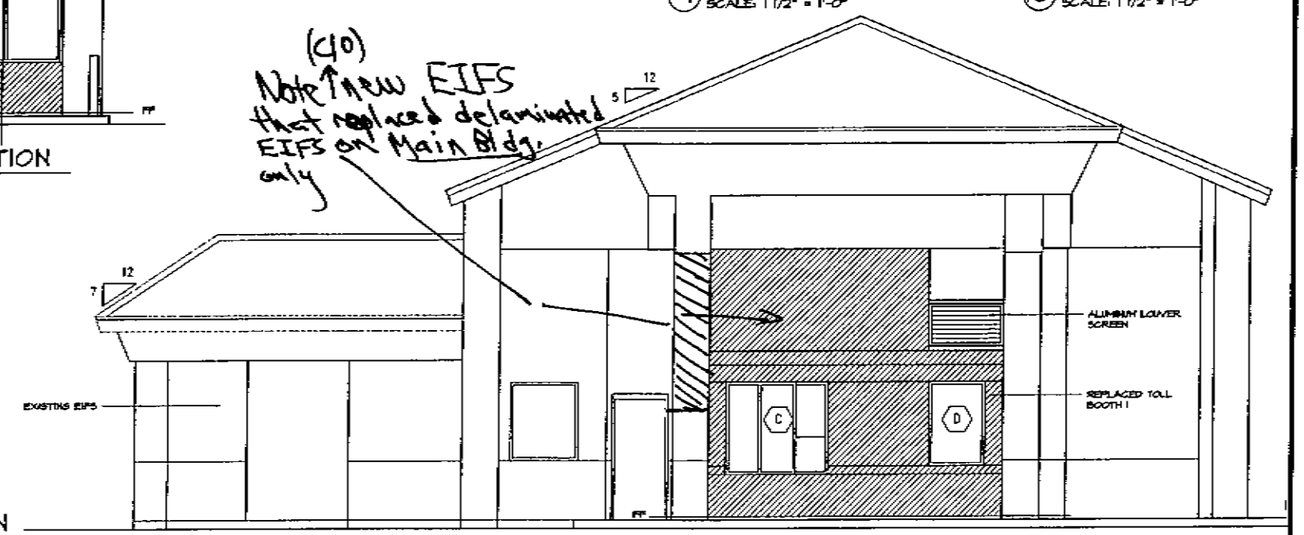


9 SCREEN DTL.
SCALE: 1 1/2" = 1'-0"

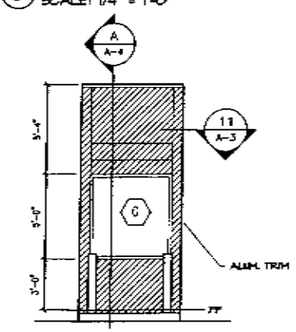


10 SCREEN DTL.
SCALE: 1 1/2" = 1'-0"

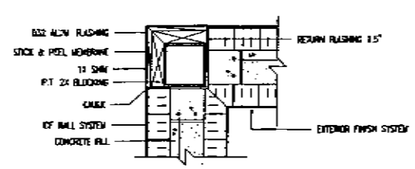
(10) Note ↑ new EIFS that replaced delaminated EIFS on Main Bldg. only



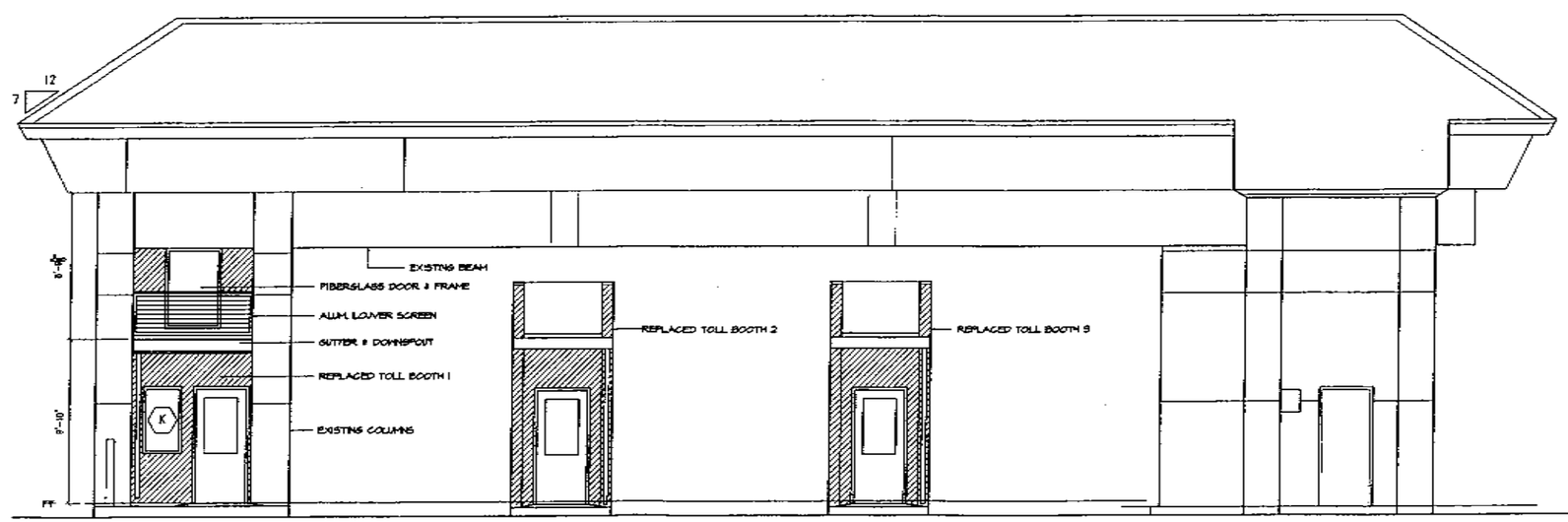
1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



7 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



11 CORNER DETAIL
SCALE: 1 1/2" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

REVISIONS

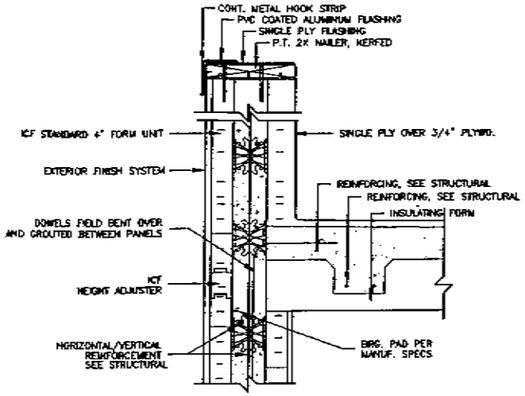
No.	Description	Date

Title:

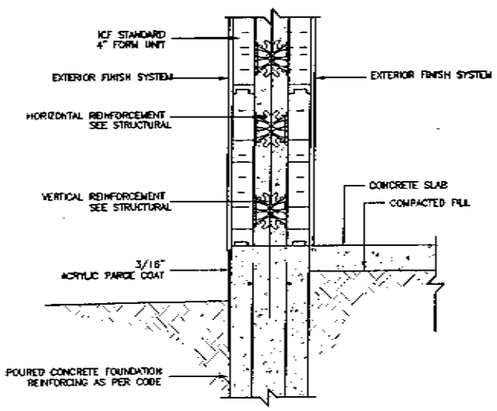
BUILDING ELEVATIONS

Scale: AS NOTED
Date: NOVEMBER 4, 2005
Drawn By: JF
Checked By: MM
Approved By:

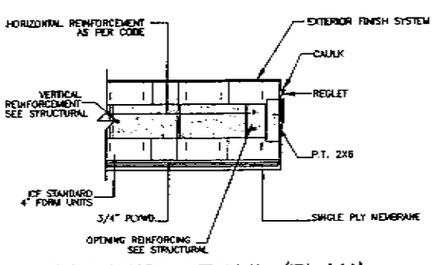
Dwg. No: A-3



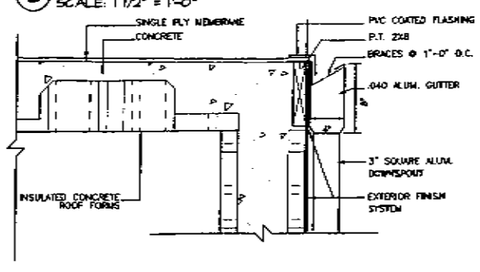
1 PARAPET DETAIL
SCALE: 1 1/2" = 1'-0"



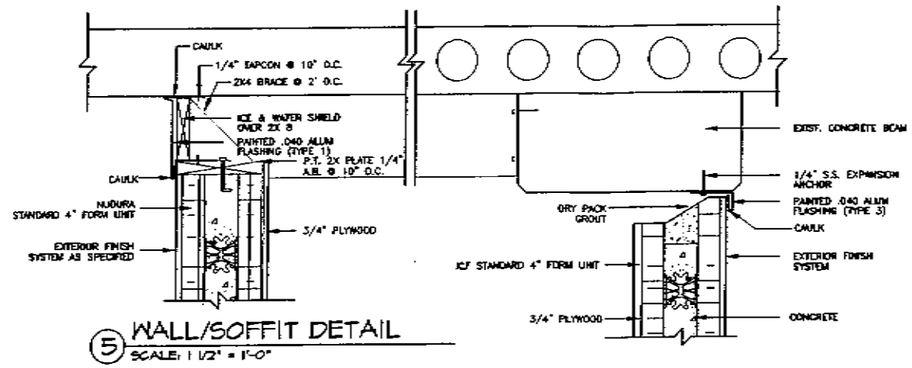
2 WALL/ FLOOR DETAIL
SCALE: 1 1/2" = 1'-0"



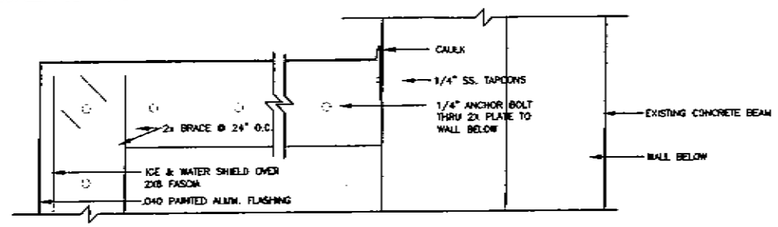
3 PARAPET DETAIL (PLAN)
SCALE: 1 1/2" = 1'-0"



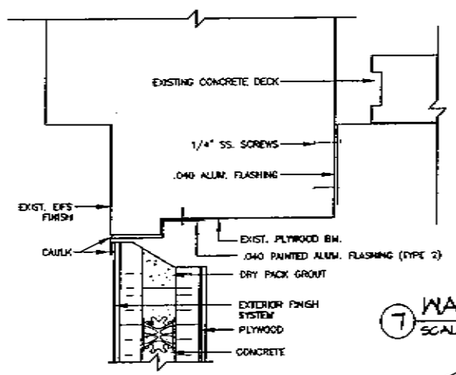
4 GUTTER DETAIL
SCALE: 1 1/2" = 1'-0"



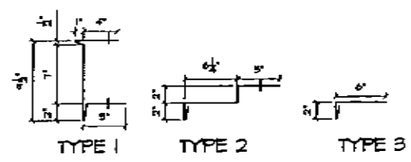
5 WALL/SOFFIT DETAIL
SCALE: 1 1/2" = 1'-0"



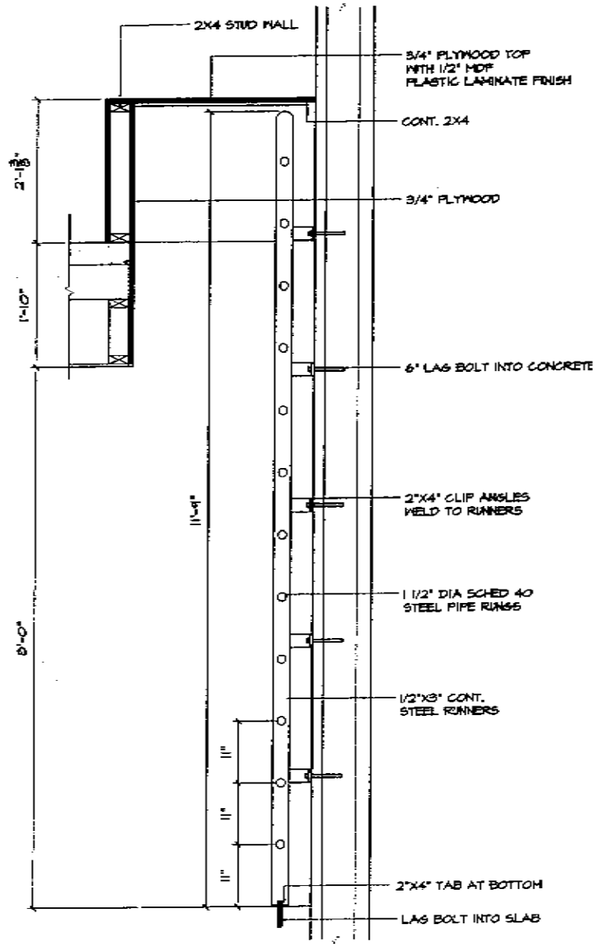
6 WALL/BEAM DETAIL
SCALE: 1 1/2" = 1'-0"



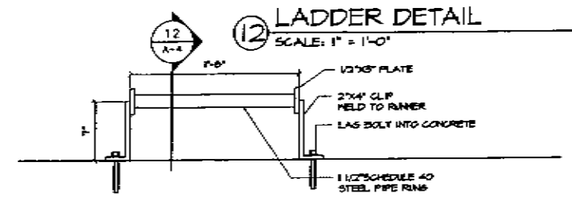
7 WALL/BEAM DETAIL
SCALE: 1 1/2" = 1'-0"



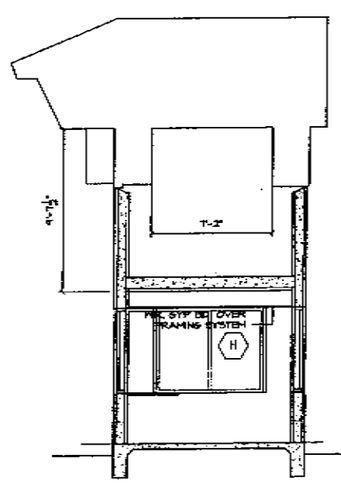
8 FLASHING DETAILS
SCALE: 1 1/2" = 1'-0"



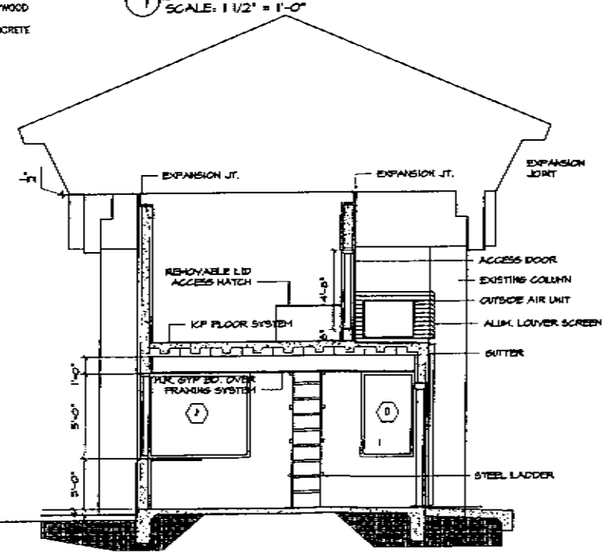
12 LADDER DETAIL
SCALE: 1" = 1'-0"



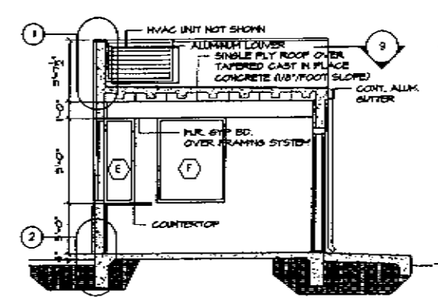
11 LADDER PLAN DTL.
SCALE: 1 1/2" = 1'-0"



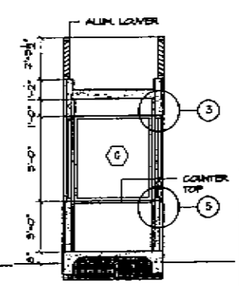
C BUILDING SECTION
SCALE: 1/4" = 1'-0"



D BUILDING SECTION
SCALE: 1/4" = 1'-0"



A BUILDING SECTION
SCALE: 1/4" = 1'-0"



B BUILDING SECTION
SCALE: 1/4" = 1'-0"

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PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

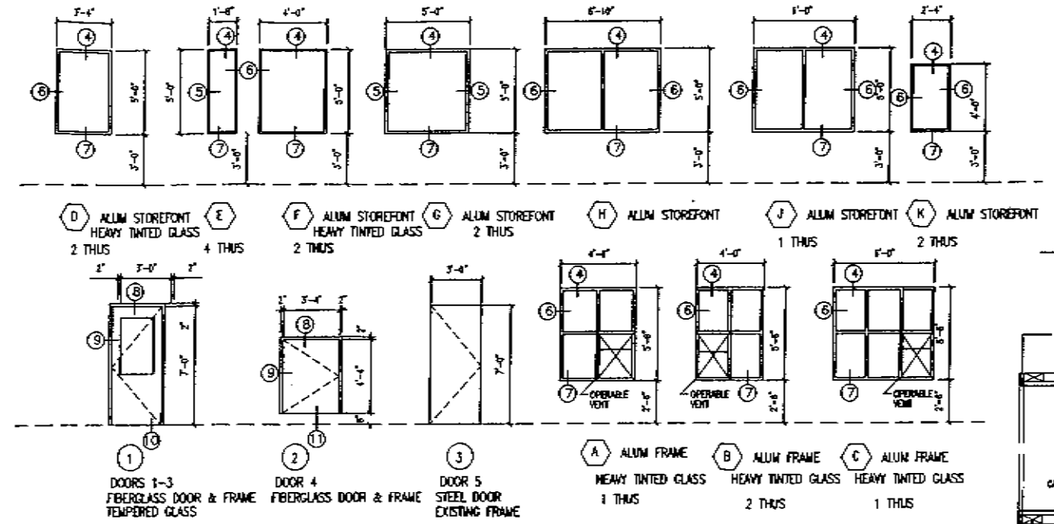
REVISIONS

No.	Description	Date

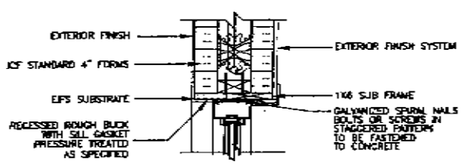
Title: TOLL BOOTH SECTIONS AND DETAILS

Scale: AS NOTED
Date: NOVEMBER 4, 2005
Drawn By: JF
Checked By: MM
Approved By:

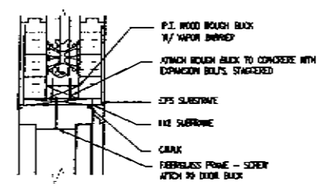
Dwg. No: A-4



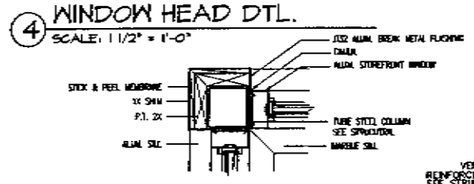
1 DOOR & WINDOW ELEVATIONS
SCALE: 1/4" = 1'-0"



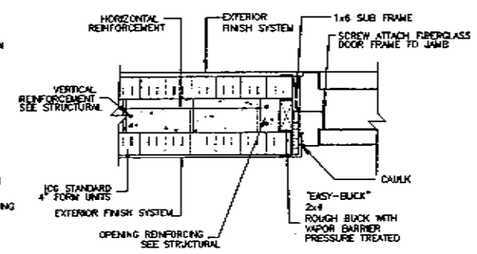
4 WINDOW HEAD DTL.
SCALE: 1 1/2" = 1'-0"



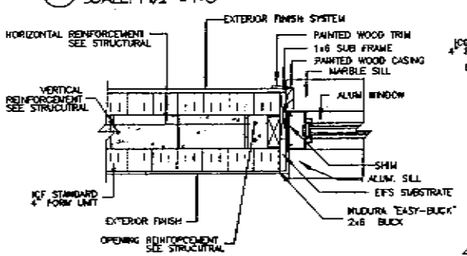
8 DOOR HEAD DTL.
SCALE: 1 1/2" = 1'-0"



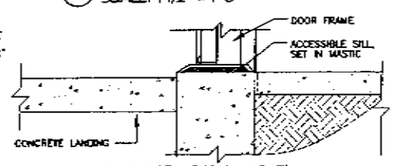
5 WINDOW JAMB DTL.
SCALE: 1 1/2" = 1'-0"



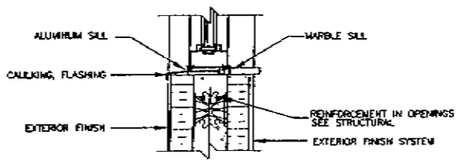
9 DOOR JAMB DTL.
SCALE: 1 1/2" = 1'-0"



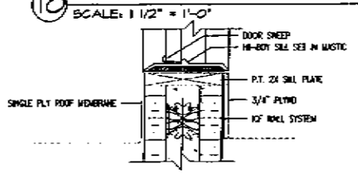
6 WINDOW JAMB DTL.
SCALE: 1 1/2" = 1'-0"



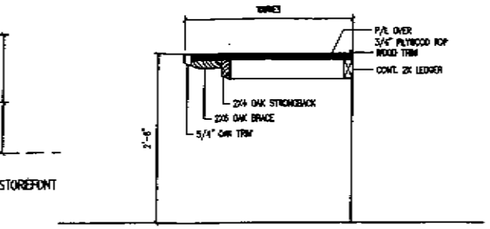
10 DOOR SILL DTL.
SCALE: 1 1/2" = 1'-0"



7 WINDOW SILL DTL.
SCALE: 1 1/2" = 1'-0"



11 DOOR SILL DTL.
SCALE: 1 1/2" = 1'-0"



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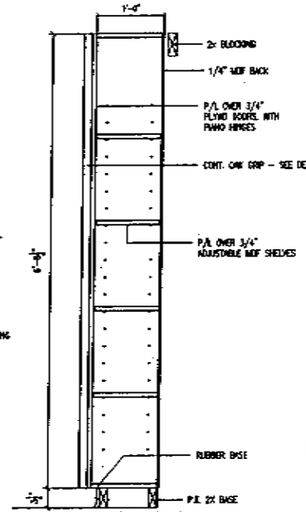
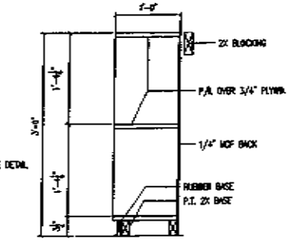


B BOOKSHELF



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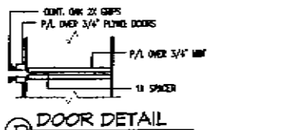

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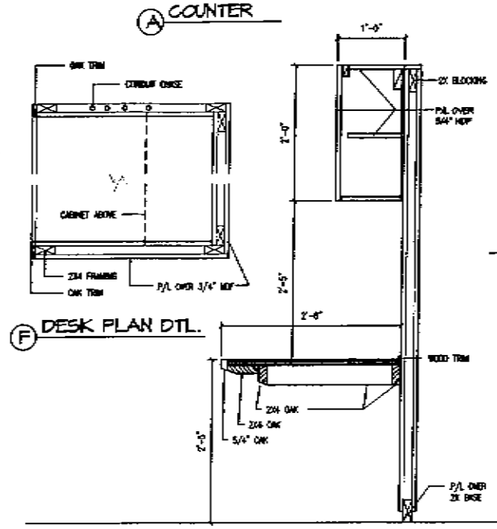

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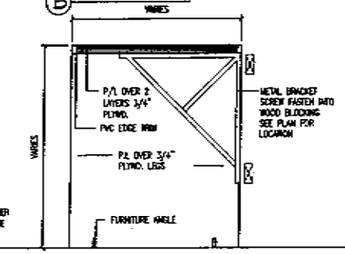

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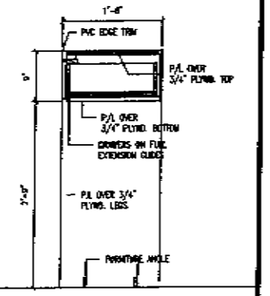
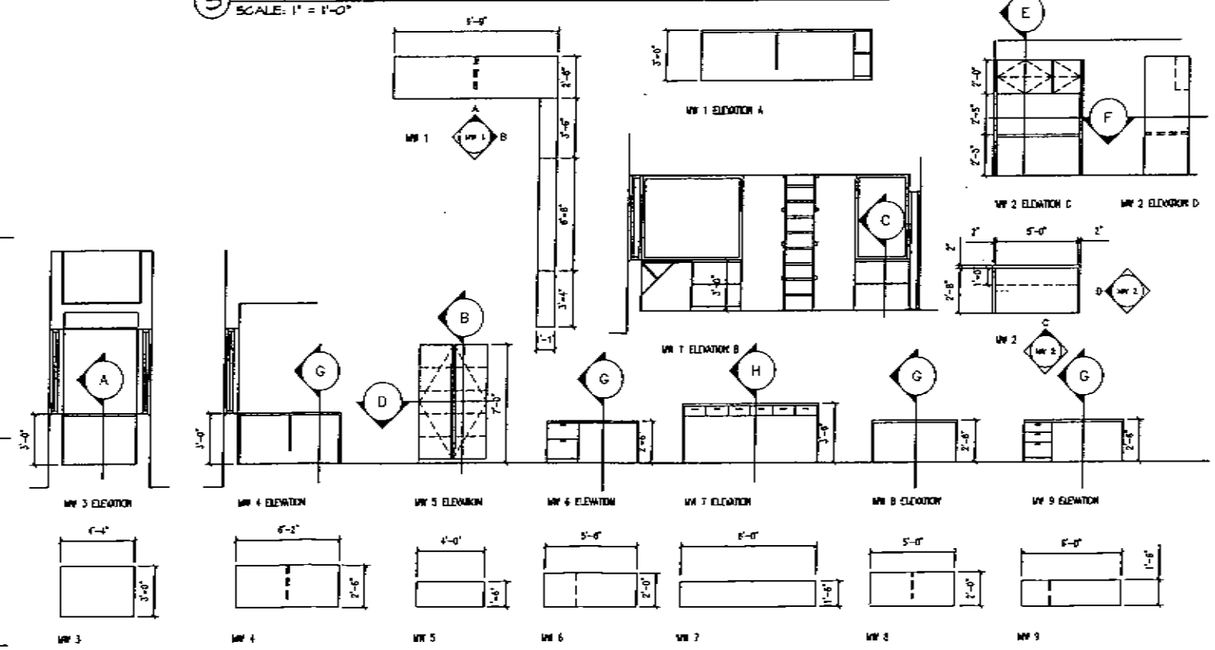


G COUNTER

H COUNTER

3 MILLWORK DETAILS
SCALE: 1" = 1'-0"



2 MILLWORK PLANS & ELEVATIONS
SCALE: 1/4" = 1'-0"

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: BUILDING ELEVATIONS

Scale: AS NOTED
Date: NOVEMBER 11, 2005
Drawn By: JF
Checked By: MM
Approved By:

Dwg. No: A-5

STRUCTURAL NOTES

GENERAL NOTES

1. TO THE BEST OF OUR KNOWLEDGE, THE STRUCTURAL PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FLORIDA BUILDING CODE 2004 EDITION.
2. THE STRUCTURAL DOCUMENTS ARE TO BE USED IN CONJUNCTION WITH THE ARCHITECTURAL DOCUMENTS. USE THESE NOTES IN CONJUNCTION WITH THE SPECIFICATIONS. IF A CONFLICT EXISTS, THE MORE STRINGENT GOVERNS.
3. COMPLY WITH REQUIREMENTS OF THE FLORIDA BUILDING CODE, AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS.
4. ALL REFERENCED STANDARDS REFER TO THE EDITION IN FORCE AT THE TIME THESE PLANS AND SPECIFICATIONS ARE ISSUED FOR BIDDING.
5. REVIEW ALL CONTRACT DOCUMENTS, DIMENSIONS AND SITE CONDITIONS AND COORDINATE WITH FIELD DIMENSIONS AND PROJECT SHOP DRAWINGS PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES IN WRITING TO ARCHITECT / ENGINEER. DO NOT CHANGE SIZE OR DIMENSIONS OF STRUCTURAL MEMBERS WITHOUT WRITTEN INSTRUCTIONS FROM THE STRUCTURAL ENGINEER OF RECORD.
6. ANY DISCREPANCIES, OMISSIONS OR VARIATIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS DISCOVERED DURING THE BIDDING PERIOD SHALL BE IMMEDIATELY COMMUNICATED IN WRITING TO THE ARCHITECT / ENGINEER.
7. PROTECT EXISTING FACILITIES, STRUCTURES AND UTILITY LINES FROM ALL DAMAGE. EACH CONTRACTOR SHALL PROTECT HIS WORK, ADJACENT PROPERTY AND THE PUBLIC. EACH CONTRACTOR IS SOLELY RESPONSIBLE FOR DAMAGE OR INJURY DUE TO HIS ACT OR NEGLECT.
8. DESIGN LOADS AND CRITERIA:
   A. ROOF LIVE LOAD — 20 PSF
   B. WIND CRITERIA (ASCE7-98)
      - BASIC WIND SPEED — 140 MPH
      - EXPOSURE — C
      - IMPORTANCE FACTOR — 1.00
      - PARTIALLY ENCLOSED
9. ALL WIND FORCES SHALL BE DETERMINED ACCORDING TO ASCE7-98 FOR THE MINIMUM WIND CRITERIA STATED ABOVE, INCLUDE ALL APPROPRIATE SHAPE, HEIGHT, AND GUST FACTORS FOR THE MAIN WIND FORCE RESISTING SYSTEM AND COMPONENTS AND CLADDING.

SHOP DRAWING SUBMITTALS

1. REVIEW OF SUBMITTALS BY THE STRUCTURAL ENGINEER IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AS PRESENTED BY THE CONTRACT DOCUMENTS. NO DETAILED CHECK OF QUANTITIES OR DIMENSIONS WILL BE MADE. ONLY THOSE SHOP DRAWINGS REQUIRED BY THE CONTRACT DOCUMENTS TO BE SUBMITTED WILL BE REVIEWED. ALL OTHERS WILL BE RETURNED WITHOUT COMMENT.
2. ALL CHANGES AND ADDITIONS MADE ON RESUBMITTALS MUST BE CLEARLY FLAGGED AND NOTED. THE PURPOSE OF THE RESUBMITTALS MUST BE CLEARLY NOTED ON THE LETTER OF TRANSMITTAL. ARCHITECT / ENGINEER REVIEW WILL BE LIMITED TO THE ITEMS CAUSING THE RESUBMITTAL.
3. DO NOT REPRODUCE THE CONTRACT DOCUMENTS FOR USE AS SHOP DRAWINGS.
4. SHOP DRAWINGS NOT MEETING THE ABOVE CRITERIA OR SUBMITTED AFTER FABRICATION WILL NOT BE REVIEWED.
5. RESPONSIBILITIES OF DETAILERS AND FABRICATORS:
   A. GENERAL- SUBMIT SHOP DRAWINGS AND ANY OTHER SPECIAL INFORMATION NECESSARY FOR PROPER FABRICATION, ERECTION, AND PLACEMENT OF STRUCTURAL FABRICATIONS. INCLUDE PLANS, ELEVATIONS, AND SECTIONS. CLEARLY SHOW ANCHORAGES, CONNECTIONS, AND ACCESSORY ITEMS. THE DETAILER MUST INTERPRET THE CONTRACT DOCUMENTS AND CLEARLY CONVEY THIS INTERPRETATION TO THE FIELD IN THE FORM OF PLACING OR ERECTION DRAWINGS.

SHOP DRAWINGS REQUIRING ENGINEERING INPUT BY SPECIALTY ENGINEER

1. SPECIALTY ENGINEER:
   A. DEFINITION – A FLORIDA REGISTERED PROFESSIONAL ENGINEER WHO SPECIALIZES IN AND WHO UNDERTAKES THE DESIGN OF STRUCTURAL COMPONENTS OR STRUCTURAL SYSTEMS INCLUDED IN A SPECIFIC SUBMITTAL PREPARED FOR THIS PROJECT.
2. THE FOLLOWING SYSTEMS AND COMPONENTS AS A MINIMUM REQUIRE FABRICATION AND ERECTION DRAWINGS WITH INPUT BY A SPECIALTY ENGINEER, BUT ARE NOT LIMITED TO SHORING, WINDOWS, ROOF SYSTEMS, LOUVERS, DOORS AND ANY EXTERIOR ANCILLARY STRUCTURES.
3. THE SPECIALTY ENGINEER OR MANUFACTURER SHALL DESIGN, PROVIDE, AND INSTALL THEIR COMPONENTS AND THE COMPONENT CONNECTIONS TO THE PRIMARY STRUCTURE PER THE WIND CRITERIA STATED HERE IN OR THE CURRENT GOVERNING BUILDING CODES, WHICHEVER IS MORE STRINGENT.

SHALLOW FOUNDATIONS

1. FOUNDATION DESIGN IS BASED ON AN ALLOWABLE SOIL BEARING CAPACITY OF 1,500 PSF FOR FOOTINGS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING PROPER AND SUFFICIENT SOILS INFORMATION TO MEET THESE SOILS REQUIREMENTS.
2. SOIL PREPARATION AND COMPACTION – EXCAVATE EXISTING SOIL TO BOTTOM OF FOOTINGS. ALL DELETERIOUS MATERIAL MUST BE COMPLETELY REMOVED.
3. IF SOIL IS DISTURBED DURING FOOTING EXCAVATION RECOMPACT TO REQUIRED DENSITY.
4. CENTER ALL FOOTINGS UNDER THEIR RESPECTIVE COLUMNS OR WALLS, U.N.O. ON PLANS.
5. DO NOT EXCAVATE FOR ANY PURPOSE WITHIN ONE FOOT OF THE ANGLE OF REPOSE OF ANY SOIL BEARING FOOTING OR FOUNDATION UNLESS SUCH FOOTING OR FOUNDATION IS FIRST PROPERLY PROTECTED AGAINST SETTLEMENT.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE DISPOSAL OF ALL ACCUMULATED WATER FROM EXCAVATIONS AND DEWATERING OPERATIONS IN SUCH A WAY AS NOT TO CAUSE INCONVENIENCE TO THE WORK AND DAMAGE TO THE STRUCTURAL ELEMENTS.
7. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL EXCAVATION PROCEDURES INCLUDING LAGGING, SHORING, AND PROTECTION OF ADJACENT PROPERTY, STRUCTURES, STREETS AND UTILITIES IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT.

SLABS ON GRADE

1. PREPARE SUBGRADE AS PER THE RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT INCLUDED IN THE SPECIFICATIONS.
2. FOR 4" THICK SLABS ON GRADE REINFORCE WITH 6 X 6 – W1.4 X W1.4 WELDED WIRE FABRIC CENTERED IN SLAB, U.N.O.
3. USE PLAIN, COLD-DRAWN ELECTRICALLY-WELDED STEEL WIRE FABRIC CONFORMING TO ASTM A-185. SUPPLY IN FLAT SHEETS ONLY. LAP SPLICES SHALL BE MEASURED BETWEEN OUTERMOST CROSS WIRES OF EACH FABRIC SHEET AND SHALL BE NOT LESS THAN TWICE THE SPACING OF THE CROSS WIRES PLUS TWO (2) INCHES.
4. CHAIR WIRE FABRIC DURING CONCRETE PLACEMENT TO INSURE PROPER POSITION IN SLAB.
5. USE 8 MIL. POLYETHYLENE SHEETING BETWEEN SOIL AND CONCRETE SLAB, U.N.O.
6. PLACE CRACK CONTROL JOINTS AT 20 FT. MAX. SO AS TO LIMIT CONCRETE PLACEMENT AREAS TO 400 SQ. FT. MAX. IN ALL FLOATING SLABS ON GRADE. DO NOT EXCEED A 2 TO 1 WIDTH TO LENGTH RATIO. CONTRACTOR SHALL SUBMIT A CONTROL JOINT LAYOUT FOR ENGINEER'S REVIEW PRIOR TO CONCRETE PLACEMENT.
7. RECESS SLABS ON GRADE FOR FLOOR FINISHES PER ARCHITECTURAL DRAWINGS.

REINFORCED CONCRETE

1. USE STRUCTURAL CONCRETE AND CONCRETING PRACTICES CONFORMING TO ACI-301 AND PROPORTION CONCRETE IN ACCORDANCE WITH ACI-318 CH. 4 AND MEETING A MIN. ULTIMATE COMPRESSIVE STRENGTH IN 28 DAYS AS FOLLOWS:

   FOOTINGS & SLABS. . . . . 3500 PSI
   ALL OTHER CONCRETE . . . . . 4000 PSI

   PROVIDE CURRENT (MAX. 1 YEAR OLD) STATISTICAL DATA FOR EACH CONCRETE MIX DESIGN SUBMITTED.
2. USE ASTM A-615 GR. 60 FOR ALL REINFORCING STEEL, CONFORM TO LATEST ADOPTED EDITIONS OF ACI-315, ACI-318, AND CRSI "MANUAL OF STANDARD PRACTICE". ALL REINFORCING SHALL BE ACCURATELY PLACED, RIGIDLY SUPPORTED AND FIRMLY TIED IN PLACE AS INDICATED ON THE DRAWINGS WITH BAR SUPPORTS AND SPACERS IN ACCORDANCE WITH THE ABOVE REQUIREMENTS. PROVIDE CLASS 'B' LAP SPLICE FOR CONTINUOUS BARS, U.N.O. LAP BOTTOM STEEL OVER SUPPORTS AND TOP STEEL AT MIDSPAN UNLESS OTHERWISE SPECIFIED. HOOK DISCONTINUOUS ENDS OF ALL TOP BARS AND ALL BARS IN WALLS, U.N.O. USE 1" COVER OVER REINFORCING EXCEPT AS FOLLOWS:

	BOTTOM	TOP	SIDES
FOOTING/PILE CAPS	3"	2"	3"
BEAMS (U.N.O.)	1 1/2"	1 1/2"	1 1/2"
SLABS ON GRADE	2"	1"	2"
SLABS (OTHER THAN ON GRADE)	1"	1"	1"
POURED WALLS ABOVE GRADE	–	–	1 1/2"

3. AS A MINIMUM, CONCRETE SHALL BE TESTED IN ACCORDANCE WITH ACI-318. A MINIMUM OF 1 SET OF SAMPLES SHALL BE COLLECTED AND TESTED FOR EACH TRUCK OF CONCRETE USED ON THE PROJECT.

I.C.F. CONSTRUCTION

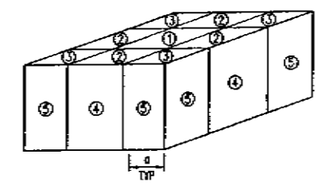
1. I.C.F. CONSTRUCTION IS BASED ON 4" AND 6" REINFORCED CONCRETE SECTIONS. I.C.F. CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS INDICATED IN THE NOTES FOR REINFORCED CONCRETE SPECIFIED ABOVE.
2. FORMS, SHORING, AND BRACING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL CONFORM TO THE MANUFACTURER'S GUIDELINES FOR THE PROPOSED SYSTEM.

STRUCTURAL STEEL

1. ALL STEEL WORK (INCLUDING FABRICATION AND ERECTION) SHALL CONFORM TO THE AISC MANUAL OF STEEL CONSTRUCTION 9TH EDITION AND PROJECT SPECIFICATIONS, USE THE FOLLOWING:
   A. PLATES & BARS A36.
   B. COLD-FORMED STEEL TUBING: ASTM A500, GRADE B.
   C. HOT-FORMED STEEL TUBING: ASTM A501.
2. USE STRUCTURAL STEEL THAT IS FULLY WELDABLE WITHIN GRADES AND FROM ANY GRADE TO ANY OTHER GRADE. WELD ALL SHOP CONNECTIONS, U.N.O.
3. ALL SHOP AND FIELD WELDING SHALL CONFORM TO THE STRUCTURAL WELDING CODE AWS D1.1, LATEST EDITION, PUBLISHED BY THE AMERICAN WELDING SOCIETY (AWS). USE ELECTRODES CONFORMING TO AWS D1.1, E70 SERIES, U.N.O. SHOW ALL SHOP WELDS ON THE FABRICATION DRAWINGS AND ALL FIELD WELDS ON THE ERECTION DRAWINGS.
4. ALL SHOP AND FIELD WELDERS, WELDING OPERATORS, AND TACKERS SHALL BE CERTIFIED ACCORDING TO AWS PROCEDURES FOR THE WELDING PROCESS AND WELDING POSITION USED.
5. A325 BOLTS SHALL CONFORM TO ASTM A 325 TYPE 1, HIGH STRENGTH BOLTS FOR STRUCTURAL STEEL JOINTS. DO NOT USE TYPE 2 BOLTS. PROVIDE HARDENED WASHERS CONFORMING TO ASTM F 436. PLACE HARDENED WASHERS UNDER PART BEING TURNED. ALL BOLTS SHALL BE NEW AND DOMESTICALLY MANUFACTURED. DO NOT REUSE BOLTS. USE ONLY NON-GALVANIZED NUTS AND BOLTS THAT ARE CLEAN, RUST-FREE, AND WELL LUBRICATED. BOLTS AND NUTS SHALL BE WAX DIPPED BY THE BOLT SUPPLIER OR LUBRICATED WITH JOHNSON'S STICK WAX 140.
6. USE A-36 BOLTS FOR ANCHOR BOLTS.
7. CUT, DRILL, OR PUNCH HOLES PERPENDICULAR TO METAL SURFACES. DO NOT FLAME CUT HOLES OR ENLARGE HOLES BY BURNING.
8. SPLICING OF STRUCTURAL STEEL MEMBERS IN THE FIELD OR IN THE SHOP IS PROHIBITED EXCEPT WHERE INCLUDED ON THE DRAWINGS.
9. PROVIDE TEMPORARY BRACING AS NECESSARY TO INSURE A STABLE STRUCTURE DURING CONSTRUCTION.
10. DO NOT REPRODUCE THE STRUCTURAL DRAWINGS FOR USE AS SHOP DRAWINGS.

ADHESIVE ANCHORING SYSTEMS

1. USE AN EPOXY OR POLYESTER RESIN ADHESIVE SUCH AS HILTI HIT HY 150, HILTI HVA, SIKA SIKADUR 32 HI-MOD (FOR HORIZONTAL AND VERTICAL SURFACES), SIKADUR 31 HI-MOD GEL (FOR OVERHEAD), OR ACCEPTED ALTERNATE.
2. FOLLOW MANUFACTURER'S SPECIFICATIONS FOR USE AND INSTALLATION.
3. INSTALL AND MAINTAIN A MIN. EMBEDMENT IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS, OR AS SPECIFIED ON DRAWINGS
4. DIAMETER OF HOLE SHALL BE AS RECOMMENDED BY MANUFACTURER FOR THE PARTICULAR PRODUCT SPECIFIED IN THE DRAWINGS.
5. UNLESS NOTED, ANCHOR SPACING AND ANCHOR EDGE DISTANCE SHALL BE ACCORDING TO THE MANUFACTURER'S MOST CURRENT PUBLICATION IN ORDER TO DEVELOP MAXIMUM WORKING LOADS.
6. ALL ANCHORS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND UNDER MANUFACTURER'S SUPERVISION IN ORDER TO DEVELOP THE MOST CURRENT PUBLISHED WORKING LOADS.
7. ALL EPOXIED ANCHORING SHALL BE TESTED AFTER INSTALLATION AT CONTRACTOR'S EXPENSE. A MINIMUM OF 10% OF EACH DAY'S APPLICATIONS AND NO LESS THAN 2 SHALL BE TESTED BY APPLYING A TENSION LOAD OF 3000 POUNDS TO THE EMBEDDED ANCHOR. IF A TEST APPLICATION FAILS, ALL APPLICATIONS FOR THAT DAY SHALL BE TESTED. TESTING PROCEDURES AND RESULTS SHALL BE SUBMITTED AND APPROVED BY ENGINEER.



WIND PRESSURE DIAGRAM

N.T.S.
a = 3'-0"

MAIN WIND FORCE RESISTING SYSTEM PRESSURES

WIND VELOCITY (MPH)	ROOF (PSF)	WALL (PSF)
140	-61	42

CLADDING PRESSURES

LOCATION	ZONE	PRESSURES	
ROOF 10 SF	1	-58	31
	2	-85	31
	3	-121	31
ROOF 20 SF	1	-55	30
	2	-78	30
	3	-103	30
ROOF 100 SF	1	-53	27
	2	-60	27
	3	-60	27
WALL 10 SF	4	-56	53
	5	-66	53
WALL 50 SF	4	-52	49
	5	-58	49
WALL 500 SF	4	-46	43
	5	-46	43

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

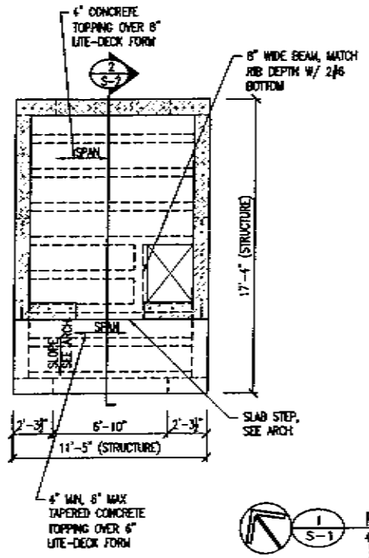
REVISIONS

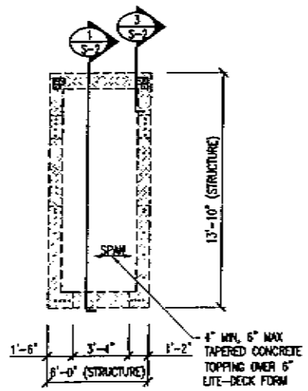
No.	Description	Date

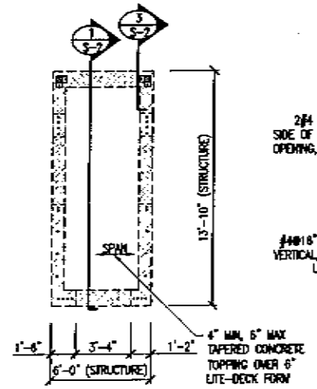
Title: STRUCTURAL NOTES

Scale: AS NOTED
Date: NOV. 4, 2005
Drawn By: WNP
Checked By: SCS
Approved By: SCS

Dwg. No: S-0





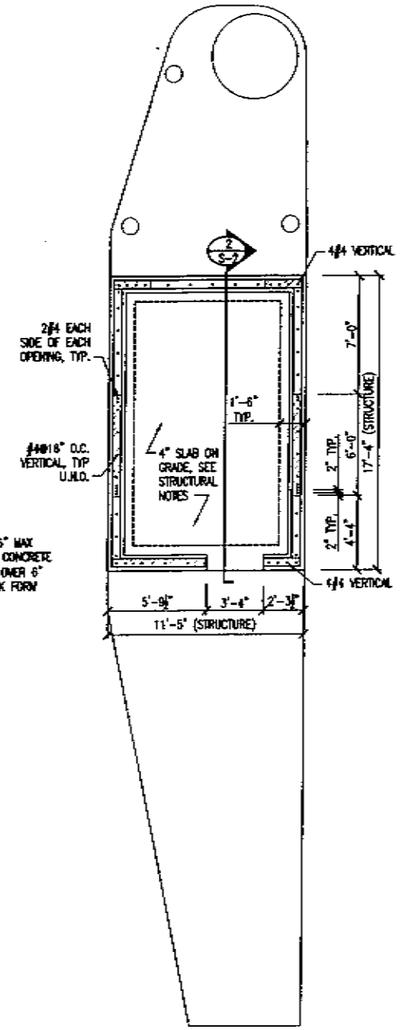


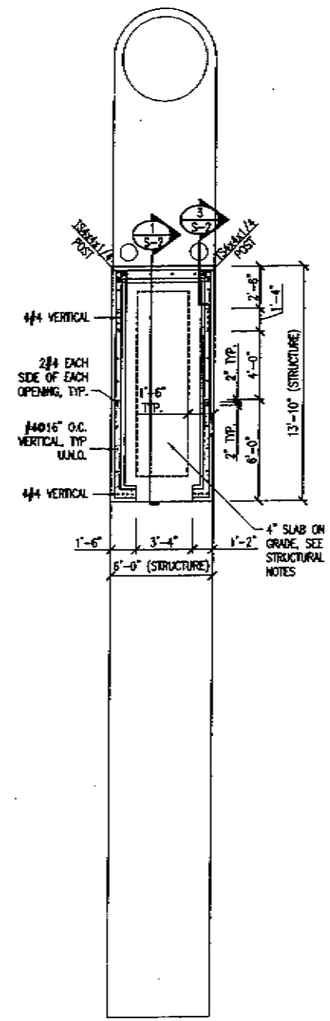
ROOF PLAN

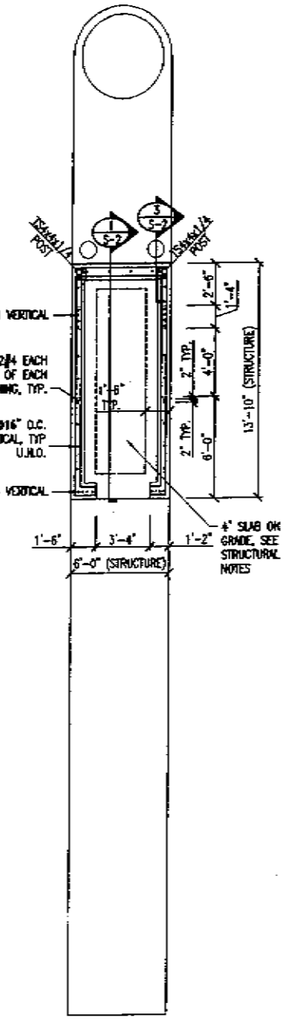
SCALE: 1/4"=1'-0"

LOAD BEARING WALL

LINTEL







FOUNDATION PLAN

SCALE: 1/4"=1'-0"

LOAD BEARING WALL

LINTEL

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SDA project: 2005.199
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PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

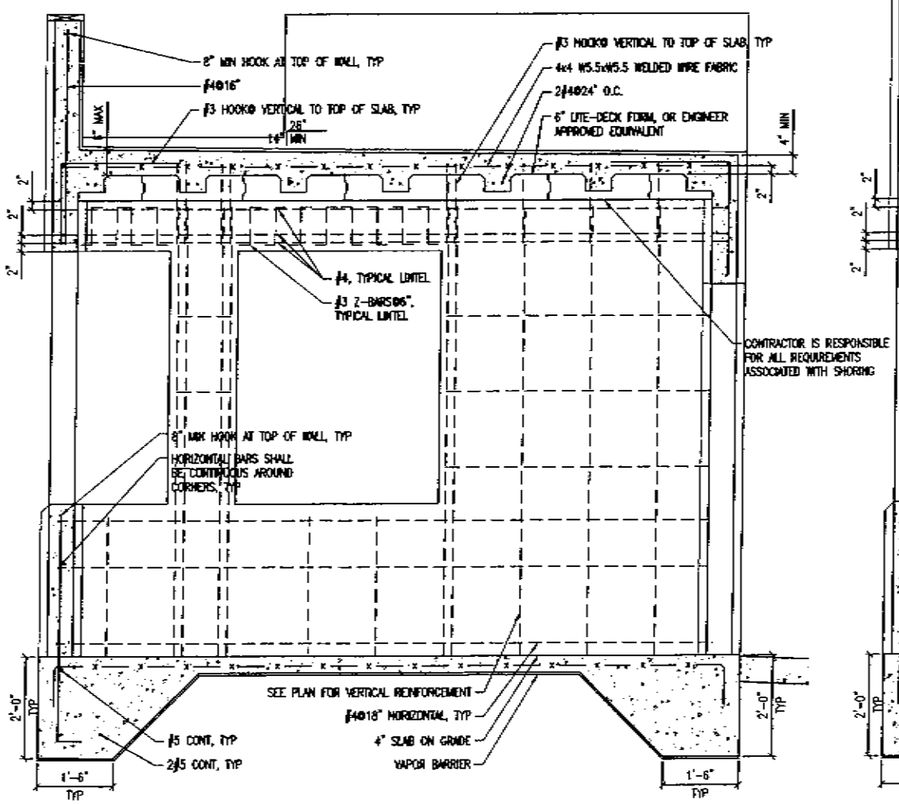
REVISIONS

No.	Description	Date

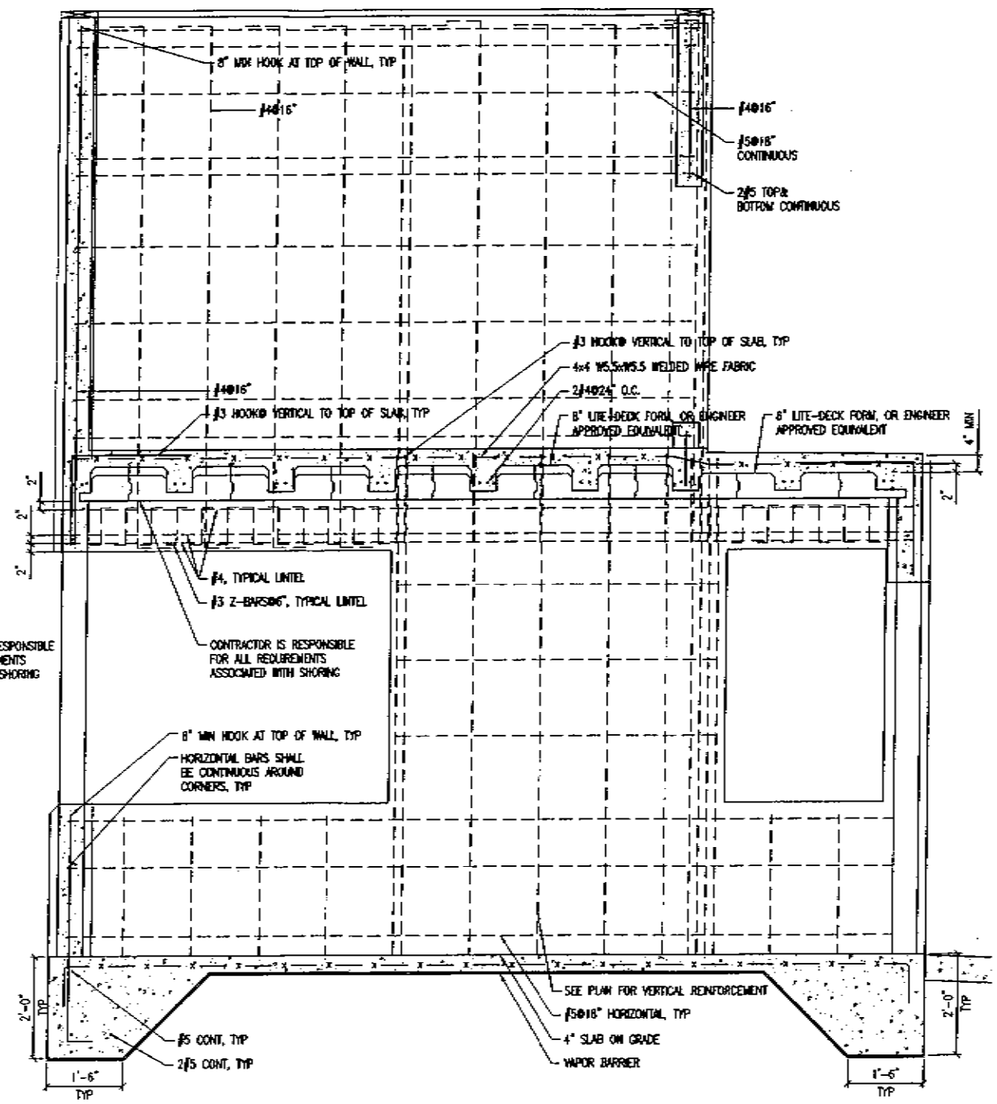
Title: STRUCTURAL ROOF AND FOUNDATION PLAN

Scale: AS NOTED
Date: NOV. 4, 2005
Drawn By: RRM
Checked By: SCS
Approved By: SCS

Dwg. No: S-1



1 / S-2 SECTION



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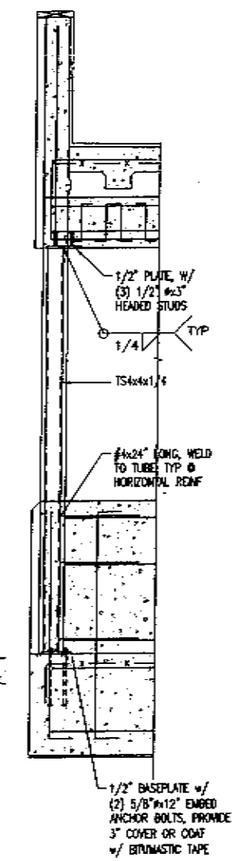

3 / S-2 SECTION

SEE 1/S-2 FOR ADDITIONAL INFORMATION NOT SHOWN

12" 0' 1' 2' 3'
SCALE: 3/4"=1'-0"

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

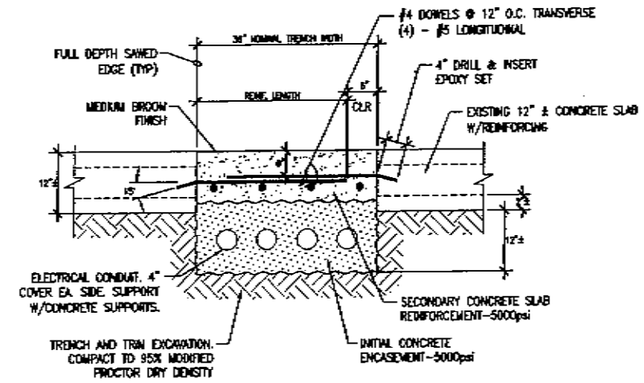
REVISIONS

No.	Description	Date

Title: SECTIONS

Scale: AS NOTED
Date: NOV. 4, 2005
Drawn By: RRM
Checked By: SCS
Approved By: SCS

Dwg No: S-2



NOTE: APPLY EPOXY ADHESIVE BONDING AGENT TO ALL EXPOSED SURFACES OF EXISTING CONCRETE ABUTTING NEW CONCRETE. SUBMIT ADHESIVE TECHNICAL DATA FOR APPROVAL.

(A1) TYPICAL CONCRETE PAVEMENT REPAIR @ ELECTRICAL CONDUIT TRENCHING

NO SCALE

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: STRUCTURAL DETAILS

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: HDE
Checked By: JTM
Approved By:

Dwg. No: S-3

LEGEND

- EQUIPMENT TAG
- DETAIL ("1" INDICATES IDENTIFICATION NUMBER; "M2.0" INDICATES THE SHEET NUMBER TAKEN FROM; "3/1.8" INDICATES THE SHEET NUMBER DRAWN ON)
- SHEET NOTE
- SUPPLY DUCT SECTION POSITIVE PRESSURE
- RETURN OR EXHAUST DUCT NEGATIVE PRESSURE
- RECTANGULAR DUCT SIZE ("A" INDICATES SIDE SHOWN; "B" INDICATES SIDE NOT SHOWN)
- EXTERNALLY INSULATED DUCTWORK
- EXTERNALLY INSULATED ROUND FLEXIBLE DUCTWORK
- DUCT ELBOW WITH TURNING VANES
- RADIUSED DUCT ELBOW
- FLEXIBLE DUCT CONNECTION
- MANUAL VOLUME BALANCING DAMPER
- TRANSITION
- FLEX DUCT TAKE OFF WITH MVD
- BRANCH DUCT TAKEOFF WITH MVD
- THERMOSTAT MOUNTED AT 54" AFF. (NUMBER INDICATES AHU OR DSS CONTROLLED)

AHU	AIR HANDLING UNIT (INDOOR AIR HANDLER)
HP	HEAT PUMP (OUTDOOR UNIT)
TYP	TYPICAL
AFF	ABOVE FINISHED FLOOR
TEMP	TEMPERATURE
SA	SUPPLY AIR
RA	RETURN AIR
EA	EXHAUST AIR
OA	OUTDOOR AIR
CD	CEILING DIFFUSER
TG	TRANSFER GRILLE
F.D.	FLOOR DRAIN
DSS	DUCTLESS SPLIT SYSTEM
DU	CONDENSING UNIT
EF	EXHAUST FAN
FG	FILTER GRILLE
	UNDER CUT DOOR 3/4"
	CEILING OR SIDE WALL SA DIFFUSER/REGISTER; ("A" INDICATES DIFFUSER TYPE; "100" INDICATES SUPPLY AIRFLOW IN CFM)
	RETURN/ TRANSFER, SOFFIT, OR EXHAUST GRILLE ("B" INDICATES GRILLE TYPE; "1600" INDICATES RETURN AIRFLOW IN CFM)
CEF	CEILING EXHAUST FAN
	TWO-WAY THROW SUPPLY AIR DEVICE (IN DIRECTION INDICATED).

AIR DEVICE SCHEDULE

MARK	CFM	AIR DEVICE SIZE	DUCT CONNECTION SIZE	AIR DEVICE DESCRIPTION	MFR	MODEL
A CD-1	0-85	8x9	6"ø	CD	TITUS	TDC-AA
A CD-1	70-210	8x9	8"ø	CD	TITUS	TDC-AA
A CD-1	215-530	15x15	12"ø	CD	TITUS	TDC-AA
B TG-1	1910	48x24	48x24	FG	TITUS	355FL

NOTES:
1. PROVIDE 24" X 24" LAY IN PANEL FOR AIR DEVICES IN LAY IN TYPE CEILINGS.
2. PROVIDE AIR DEVICE WITH DUCT CONNECTION SHOWN ON SCHEDULE UNLESS OTHERWISE SHOWN ON PLANS.
3. MAXIMUM NC FOR AIR DEVICES IS 27.
4. FOR TYPE "A" FILTER GRILLE, PROVIDE FILTER GRILLE FOR LAY IN TYPE CEILING. TOTAL FILTER SIZE 32x24. PROVIDE 1" FILTER WITH SPARE 1" FILTERS. PROVIDE 30% EFFICIENCY FILTERS.
5. FOR TYPE "B" FILTER GRILLE, PROVIDE FILTER GRILLE FOR LAY IN TYPE CEILING. TOTAL FILTER SIZE 48x24. PROVIDE 1" FILTER WITH SPARE 1" FILTERS. PROVIDE 30% EFFICIENCY FILTERS.
6. PROVIDE ALUMINUM GRILLES, STEEL GRILLES ARE NOT ACCEPTABLE.

SEQUENCE OF OPERATION

GENERAL CONTROLS: ALL CONTROLS WIRING SHALL BE RUN IN CONDUIT AND SHALL COMPLY WITH DIVISION 16 REQUIREMENTS.

AHU/HP-1 SYSTEM: AHU FAN AND THE HP COMPRESSOR SHALL CYCLE TO MAINTAIN SET POINT TEMPERATURE. PROVIDE A SINGLE PROGRAMMABLE THERMOSTAT FOR AHU/HP SYSTEM. DURING HEATING CYCLES, THE ELECTRIC HEATER IN THE AIR HANDLER SHALL SERVE AS THE SECOND STAGE OF HEATING. PROGRAM THERMOSTAT FOR OCCUPIED AND UNOCCUPIED TIMES WITH AN 80°F HI LIMIT AND 55°F LOW LIMIT DURING UNOCCUPIED TIMES.

DSS-3/CU-3 SYSTEM AND RH-1, 2: DSS FAN AND THE CONDENSING UNIT SHALL CYCLE TO MAINTAIN SET POINT TEMPERATURE. PROVIDE A SINGLE PROGRAMMABLE THERMOSTAT FOR DSS/CU SYSTEM AND RH-1, 2. THE RADIANT HEATER SHALL BE ENERGIZED DURING OCCUPIED TIMES WHEN THE TEMPERATURE FALLS BELOW 70°F, ADJUSTABLE. PROGRAM THERMOSTAT FOR OCCUPIED AND UNOCCUPIED TIMES WITH AN 80°F HI LIMIT AND 55°F LOW LIMIT DURING UNOCCUPIED TIMES.

DSS-4/CU-4 SYSTEM: DSS FAN AND THE CONDENSING UNIT SHALL CYCLE TO MAINTAIN SET POINT TEMPERATURE. PROVIDE A SINGLE PROGRAMMABLE THERMOSTAT FOR DSS/CU SYSTEM

DSS-1/CU-1 SYSTEM AND RH-3: DSS FAN AND THE CONDENSING UNIT SHALL CYCLE TO MAINTAIN SET POINT TEMPERATURE. PROVIDE A SINGLE PROGRAMMABLE THERMOSTAT FOR DSS/CU SYSTEM AND RH-3. THE RADIANT HEATER SHALL BE ENERGIZED DURING OCCUPIED TIMES WHEN THE TEMPERATURE FALLS BELOW 70°F, ADJUSTABLE. PROGRAM THERMOSTAT FOR OCCUPIED AND UNOCCUPIED TIMES WITH AN 80°F HI LIMIT AND 55°F LOW LIMIT DURING UNOCCUPIED TIMES.

DSS-2/CU-2 SYSTEM AND RH-4: DSS FAN AND THE CONDENSING UNIT SHALL CYCLE TO MAINTAIN SET POINT TEMPERATURE. PROVIDE A SINGLE PROGRAMMABLE THERMOSTAT FOR DSS/CU SYSTEM AND RH-4. THE RADIANT HEATER SHALL BE ENERGIZED DURING OCCUPIED TIMES WHEN THE TEMPERATURE FALLS BELOW 70°F, ADJUSTABLE. PROGRAM THERMOSTAT FOR OCCUPIED AND UNOCCUPIED TIMES WITH AN 80°F HI LIMIT AND 55°F LOW LIMIT DURING UNOCCUPIED TIMES.

EF-1: FAN SHALL BE ENABLED BY A WALL MOUNTED SWITCH, INTERLOCKED WITH THE LIGHT.

GENERAL DEMOLITION NOTES

1. REMOVE ALL EXISTING AIR DEVICES, DUCTWORK EQUIPMENT (i.e. HEAT PUMP, AIR HANDLER, EXHAUST FAN, ETC.) AND ALL REFRIGERANT PIPING FROM TOLL BOOTH OFFICE.
2. REMOVE EXISTING THRU-THE-WALL AC UNIT IN MONEY ROOM 101 (TOLL BOOTH OFFICE), AND REPAIR WALL PENETRATION TO MATCH WALL.
3. REMOVE ALL EXISTING EQUIPMENT AND ASSOCIATED PIPING FROM TOLL BOOTHS LANE NUMBER ONE AND TWO.
3. REMOVE EXISTING 2.5 GALLON INSTANTANEOUS ELECTRIC WATER HEATER LOCATED IN TOILET ROOM 101.

GENERAL NOTES

1. ALL DUCT DIMENSIONS ARE NET INSIDE.
2. VERIFY COLLAR SIZES ON ALL EQUIPMENT OUTLETS AND INLETS, TRANSITION DUCTWORK AS NECESSARY. EXTERNALLY INSULATE TRANSITIONS AT EQUIPMENT CONNECTIONS.
3. FIELD VERIFY CLEAR SPACE AVAILABLE, ROUTING PLAN, AND CONFLICTS WITH STRUCTURE AND THE WORK OF OTHER TRADES PRIOR TO FABRICATING DUCTWORK. PROVIDE OFFSETS IN DUCTWORK AS REQUIRED, WHETHER SPECIFICALLY INDICATED ON DRAWINGS OR NOT. SUBMIT SHOP DRAWINGS ON DUCTWORK LAYOUT PRIOR TO COMMENCING WORK. MAINTAIN CLEARANCE AROUND ALL LIGHT FIXTURES AS REQUIRED TO REMOVE AND SERVICE FIXTURES. COORDINATE WITH ROOF TRUSSES/STRUCTURE. PRESSURE TEST ALL DUCTWORK FOR LEAKS. SEE SPECIFICATIONS.
4. CONTRACTOR SHALL INSTALL ALL EQUIPMENT, PIPING, AND DUCTWORK SUCH THAT MANUFACTURERS' RECOMMENDED CLEARANCES ARE MET FOR ALL ACCESS PANELS, MOTORS, FANS, BELTS, FILTERS AND AIR INTAKES. CONDENSATE LINES SHALL BE CLEAR OF FILTER RACK ACCESS.
5. PROVIDE DUCT FLEX CONNECTIONS & VIBRATION ISOLATION FOR ALL UNITS NOT INTERNALLY ISOLATED.
6. ALL SUPPLY AND RETURN AIR DUCTWORK SHALL BE GALVANIZED SHEET METAL.
7. ALL FILTER GRILLES SHALL BE OF A READILY AVAILABLE SIZE, OF DISPOSABLE TYPE, AND BE ACCESSIBLE WITHOUT THE USE OF SCREWS OR OTHER MECHANICAL DEVICES REQUIRING TOOLS.
8. THE MECHANICAL CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING BID TO BECOME FAMILIAR WITH THE EXTENT OF WORK REQUIRED, BUILDING CLEARANCES, ETC.
9. REUSE EXISTING WALL AND MECHANICAL MEZZANINE FLOOR PENETRATIONS WHEREVER POSSIBLE IN TOLL BOOTH OFFICE BUILDING.

DUCTWORK AND INSULATION GENERAL NOTES

1. ALL ROUND FLEXIBLE DUCT SHALL BE FLEXMASTER TYPE 8M ACOUSTICAL FLEX OR ENGINEER APPROVED EQUAL. MAXIMUM LENGTH OF ANY FLEXIBLE DUCT RUNOUT SHALL BE 8'-0". WHERE LENGTH REQUIRED EXCEEDS 8'-0", INSTALL EXTERNALLY INSULATED ROUND SNAPLOCK DUCT FOR BALANCE OF DISTANCE TO SPIN-IN TAP AT MAIN DUCT TRUNK.
2. ALL SUPPLY AIR DUCTWORK (EXCEPT TAKEOFFS TO SUPPLY AIR DIFFUSERS) SHALL BE LOW PRESSURE RECTANGULAR, SHOWN STATIC PRESSURE CLASS 2" W.G., SEAL CLASS A, EXTERNALLY INSULATED UNLESS OTHERWISE INDICATED. DUCT SIZES INDICATED ARE INSIDE CLEAR DIMENSIONS.
3. ALL RETURN AND EXHAUST AIR DUCTWORK SHALL BE LOW PRESSURE RECTANGULAR, SHOWN STATIC PRESSURE CLASS 2" W.G., SEAL CLASS A, EXTERNALLY INSULATED UNLESS OTHERWISE INDICATED. DUCT SIZES INDICATED ARE INSIDE CLEAR DIMENSIONS.

ELECTRIC RADIANT HEATER SCHEDULE

UNIT DESIGNATION	RH-1	RH-2	RH-3	RH-4	RH-5
	①				②
MANUFACTURER	MARKEL	MARKEL	MARKEL	MARKEL	MARKEL
TYPE	CEILING PANEL	CEILING PANEL	CEILING PANEL	CEILING PANEL	CEILING PANEL
TOTAL CAPACITY (W)	750	750	750	750	375
POSITION	SURFACE MOUNTED	SURFACE MOUNTED	SURFACE MOUNTED	SURFACE MOUNTED	1/4T-IN CEILING

NOTES:
① ELECTRICAL REQUIREMENTS – 208V/3Ø.
② PROVIDE DEDICATED WALL SWITCH.

DUCTLESS SPLIT SYSTEM SCHEDULE

UNIT DESIGNATION ①②③④⑤⑥⑦	DSS/CU-1, 2	DSS/CU-3	DSS/CU-4
MANUFACTURER	FRIEDRICH	FRIEDRICH	FRIEDRICH
OUTDOOR UNIT MODEL NUMBER	MR22C3E	MR36C3E	MR22C3E
INDOOR UNIT MODEL NUMBER	MS22C3E	MS36C3E	MS22C3E
SEER MIN (AT AIR COND.)	10.00	10.00	10.00
DESIGN CONDITIONS			
WINTER – OUTSIDE/INSIDE Db. (°F)	N/A	N/A	N/A
SUMMER – OUTSIDE/INSIDE Db. (°F)	95/75	95/75	95/75
COOLING DATA			
COOLING AMBIENT (°F)	95.0	95.0	95.0
COOLING ENTERING AIR CONDITIONS (Db/Wb °F)	75.0/63.5	75.0/63.5	75.0/63.5
TOTAL NET CAPACITY (BTUH)	21000	36500	21000
FAN DATA			
OUTSIDE AIR QUANTITY (CFM)	0 ④	0 ④	0 ⑤
DESIGN AIR QUANTITY (CFM)	530	1235	530
CONDENSATE DRAIN (INCHES)	3/4	3/4	3/4

① DIRECT DRIVE.
② ELECTRICAL REQUIREMENTS – 208V/3Ø.
③ PROVIDE CONTROL KIT TO INCLUDE BLOWER CONTACTOR OR STARTER, TRANSFORMER AND ELECTRIC HEATER INTERLOCKS.
④ VENTILATION PROVIDED BY INFILTRATION.
⑤ NO VENTILATION REQUIRED.
⑥ PROVIDE CONDENSATE PUMP.
⑦ PROVIDE CONDENSATE OVERFLOW SWITCH.

FAN SCHEDULE

UNIT	TYPE	CFM	MAX. FAN RPM	ESP (IN. H2O)	MAX. MOTOR POWER	SONES/dB (MAX.)	BASIS OF DESIGN	MODEL	CONTROL	NOTES
EF-1	CEF	50	988	0.15	45 W	1.1	GREENHECK	SP-B70	INTERLOCK WITH LIGHT SWITCH	①②③④⑤

① PROVIDE DISCONNECT.
② PROVIDE DIRECT DRIVE FAN.
③ PROVIDE THERMAL OVERLOAD.
④ ELECTRICAL REQUIREMENTS – 120V/1Ø.
⑤ BACKDRAFT DAMPER.

SPLIT SYSTEM HEAT PUMP SCHEDULE

UNIT DESIGNATION ④	AHU/HP 1
MANUFACTURER	YORK
HEAT PUMP MODEL NUMBER	E4TD060S25
AIR HANDLER MODEL NUMBER ⑤⑥⑦	F2TP060H06
SEER MIN (AT AIR COND.)	14.50
COP MIN (AT AIR CONDITIONS)	3.30
DESIGN CONDITIONS	
WINTER – OUTSIDE/INSIDE Db. (°F)	29/70
SUMMER – OUTSIDE/INSIDE Db. (°F)	94/75
COOLING DATA	
COOLING AMBIENT (°F)	95.0
COOLING ENTERING AIR CONDITIONS (Db/Wb °F)	75.0/62.5
TOTAL NET CAPACITY (BTUH)	53000
NET SENS. CAPACITY (BTUH)	42800
HEATING DATA	
HEATING AMBIENT (°F)	47.0
HEATING ENTERING AIR CONDITIONS (°F)	68.0
GROSS HEAT. CAP. (BTUH)	61000
FAN DATA	
OUTSIDE AIR QUANTITY (CFM)	0 ⑧
DESIGN AIR QUANTITY (CFM)	1910
EXTERNAL STATIC PRESSURE (INCHES) ①	0.40
FAN HP (MAX) ②	0.75
NUMBER OF REF. CIRCUITS	1
CONDENSATE DRAIN (INCHES)	3/4
HEAT SECTION (SUPPLEMENTARY)	
TYPE	ELEC
LOCATION	BLOWER DISCHARGE UNIT MOUNTED
CAPACITY (KW)/STAGES ③	7.5/1

① DOES NOT INCLUDE FILTER, CASING, ETC.
② DIRECT DRIVE.
③ HEATER 208 RATINGS ARE SCHEDULED AT 208 VOLT (CATALOG DATA).
④ ELECTRICAL REQUIREMENTS – 208V/3Ø.
⑤ PROVIDE CONTROL KIT TO INCLUDE BLOWER CONTACTOR OR STARTER, TRANSFORMER AND ELECTRIC HEATER INTERLOCKS.
⑥ ELECTRICAL SERVICE SHALL BE SINGLE POINT OF CONNECTION.
⑦ PROVIDE AHU WITH THERMAL EXPANSION VALVE.
⑧ VENTILATION PROVIDED BY INFILTRATION.

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

REVISIONS

No.	Description	Date

Title: HVAC LEGENDS, NOTES AND SCHEDULES

Scale: AS NOTED
Date: NOV. 4, 2005
Drawn By: ZBL
Checked By: ZBL
Approved By: DMW

Dwg. No: M-1

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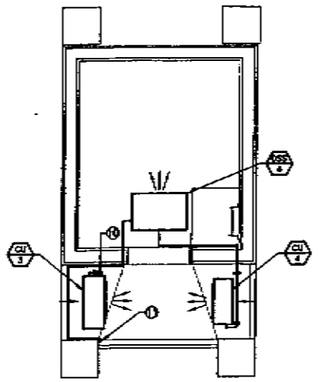
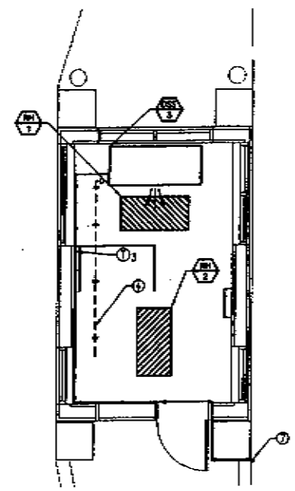
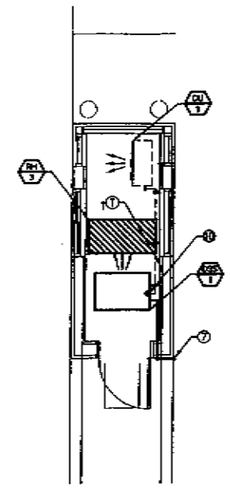
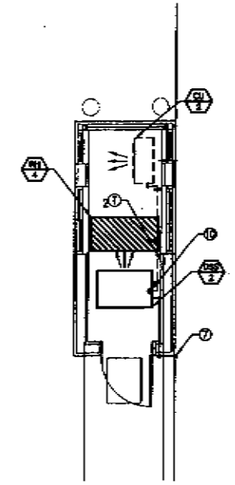


SECOND FLOOR TOLL BOOTH HVAC PLAN

1 (M-2 | M-2) SCALE: 1/4" = 1'-0"

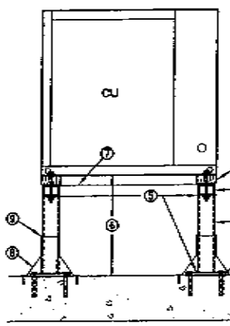






TOLL BOOTH HVAC PLAN

2 (M-2 | M-2) SCALE: 1/4" = 1'-0"



KEY NOTES

1. PRESSURE TREATED WOOD SHIM.
2. TUBE FRAME SUPPORT, MINIMUM OF 1/4" THICKNESS, HOT DIPPED GALVANIZED ASSEMBLY.
3. VERTICAL TUBE SUPPORTS.
4. BASE PLATE WITH A MINIMUM OF 2-5/8" DIAMETER THREADED RODS SET WITH HILTI HIT HY 150 EPOXY OR EQUIVALENT, 4" MINIMUM EMBEDMENT. FOLLOW MANUFACTURER'S RECOMMENDATIONS. DRILL 1/4" PILOT HOLES TO LOCATE REINFORCING. DO NOT CUT REINFORCEMENT. SEE DESIGN NOTE BELOW.
5. WELD, TYPICAL.
6. HEIGHT AS REQUIRED BY FLORIDA BUILDING CODE, SECTION 1511.7.
7. FRAME BEYOND.
8. SHEET METAL FLASHING SURROUNDING SUPPORT BASE WITH CONTINUOUSLY WELDED SEAMS.
9. CONTINUOUS WEATHERPROOF SEALANT, TYPICAL FOR FLASHING.

DESIGN NOTE

DESIGN TUBE FRAME ASSEMBLY IN ACCORDANCE WITH FLORIDA BUILDING CODE WIND CRITERIA, SECTION 16. DESIGN SHALL BE SPECIFIC TO EQUIPMENT PROVIDED. SUBMIT DESIGN WITH ROOF MOUNTED EQUIPMENT SUBMITTALS. DESIGN SHALL BE SIGNED AND SEALED BY A STATE OF FLORIDA REGISTERED STRUCTURAL ENGINEER.

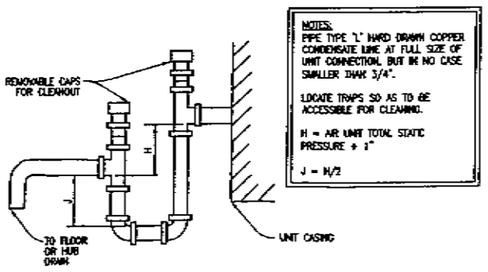
SINCE THE ROOF STRUCTURE IS HOLLOW PRE CAST CONCRETE, THE CONTRACTOR SHALL COORDINATE EQUIPMENT ANCHOR LOCATIONS WITH THE STRUCTURAL ENGINEER AND SHALL CONSULT WITH THE STRUCTURAL ENGINEER TO DETERMINE THE BEST METHOD OF SECURING THE UNIT TO THE PRE CAST CONCRETE. THIS DESIGN SHALL BE SUBMITTED FOR APPROVAL.

CONDENSING UNIT SUPPORT DETAIL

4 (M-2 | M-2) SCALE: NONE

SHEET NOTES

1. PROVIDE 44 WALL CAP, BASIS OF DESIGN GREENHECK WC-4.
2. MOUNT HEAT PUMP TO 36" TALL FIELD FABRICATED WOOD STRUCTURE PER DETAIL 5, THIS SHEET. COORDINATE EXACT LOCATION OF HEAT PUMP AND REFRIGERANT PIPING WITH EXISTING SITE CONDITIONS.
3. ROUTE NEW REFRIGERANT PIPING UNDERGROUND IN PVC PIPING AS SHOWN. ROUTE PIPING INSIDE OF NEW METAL ENCLOSURE PER DETAIL 9, SHEET M-3.
4. PENETRATE ROOF WITH REFRIGERANT PIPING AND ROUTE IN ABOVE CEILING SPACE TO DSS-3 MOUNTED ON CEILING BELOW. COORDINATE REFRIGERANT PIPE ROUTING WITH ALL OTHER TRADES.
5. EXISTING HATCH 24"x22 7/8" TO MECHANICAL MEZZANINE. FIELD VERIFY DIMENSIONS. ALL EXISTING EQUIPMENT AND NEW EQUIPMENT TO FIT THRU THIS OPENING.
6. REUSE EXISTING WALL AND MECHANICAL MEZZANINE FLOOR PENETRATIONS WHEREVER POSSIBLE. SEAL ALL PENETRATIONS (UNUSED, REUSED OR NEW).
7. ROUTE CONDENSATE PIPING ACROSS CEILING THRU EXTERIOR WALL AND TERMINATE THREE INCHES ABOVE ROAD GRADE.
8. ROUTE CONDENSATE PIPING THRU EXTERIOR WALL IN SAME LOCATION AS PREVIOUS AND TERMINATE ONE FOOT ABOVE GRADE. PROVIDE CONCRETE SPLASH BLOCK.
9. INSTANTANEOUS WATER HEATER EQUAL: EEMAX MODEL SP3012, 120 VOLT/3KW/25 AMP, LOW FLOW RATE WITH STAINLESS STEEL HEATING ELEMENT. CONNECT WITH 3/8" COPPER PIPE AT INLET AND OUTLET. PROVIDE WITH FLOW CONTROL AND FLOW SWITCH DEVICES. ALL PARTS SHALL BE FIELD REPLACEABLE. SEE DETAIL 6, SHEET M-3.
10. ROUTE REFRIGERANT PIPING ACROSS ROOF AND PENETRATE ROOF AT THIS POINT. PROVIDE PIPE CAP AND CURB, BASIS OF DESIGN, PAGE PIPE CURB AND CAP MODELS PCA-5 AND PCC-1, RESPECTIVELY.
11. ROUTE CONDENSATE PIPING AS SHOWN AND ALLOW TO DROP INTO GUTTER.



NOTES:
PIPE TYPE "L" HARD DRAWN COPPER CONDENSATE LINE AT FULL SIZE OF UNIT CONNECTION, BUT IN NO CASE SMALLER THAN 3/4".

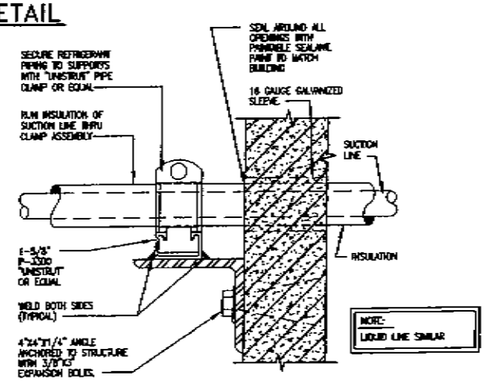
LOCATE TRAPS SO AS TO BE ACCESSIBLE FOR CLEANING.

H = AIR UNIT TOTAL STATIC PRESSURE + 1"

J = H/2

NEGATIVE PRESSURE CONDENSATE DRAIN TAP

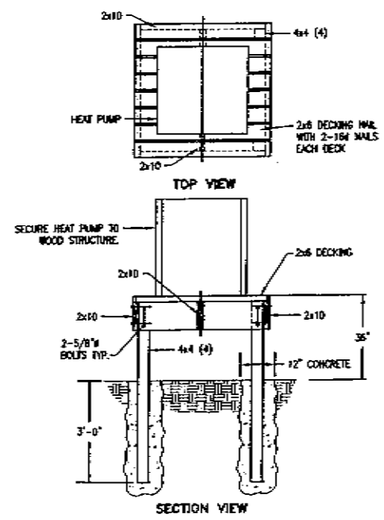
5 (M-2 | M-2) SCALE: NONE



NOTE: ALL INSULATED EXTERIOR PIPING SHALL BE JACKETED WITH ALUMINUM JACKET SUITABLE FOR EXTERIOR APPLICATIONS. REFER TO SPECIFICATIONS.

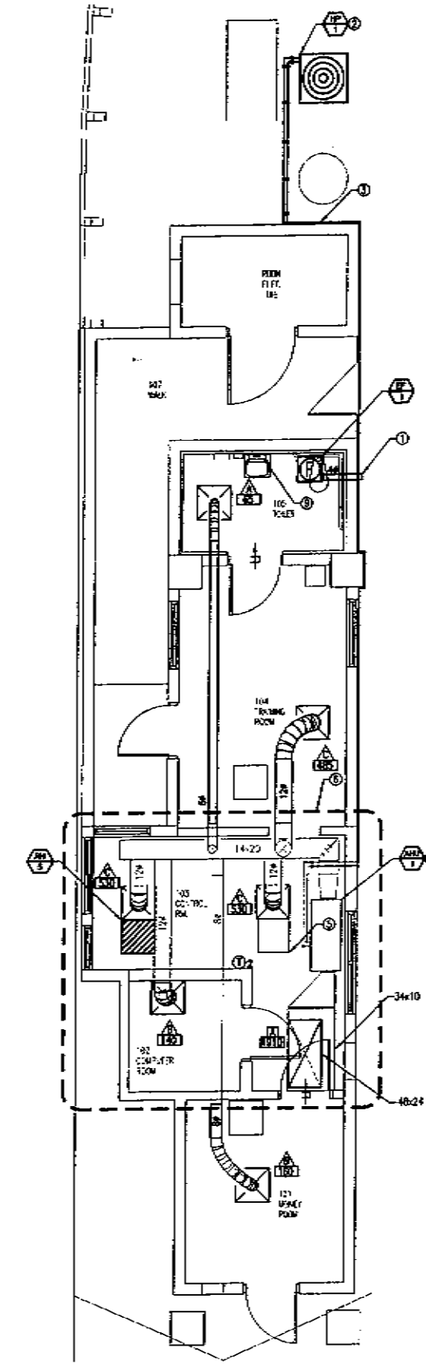
REFRIGERANT PIPE SUPPORT AT WALL

6 (M-2 | M-2) SCALE: NONE



HEAT PUMP SUPPORT DETAIL

7 (M-2 | M-2) SCALE: NONE



TOLL BOOTH OFFICE HVAC PLAN

3 (M-2 | M-2) SCALE: 1/4" = 1'-0"

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

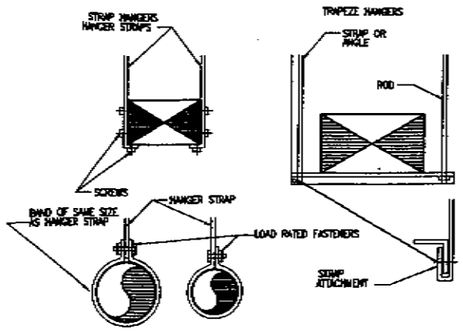
REVISIONS

No.	Description	Date

Title: HVAC FLOOR PLANS

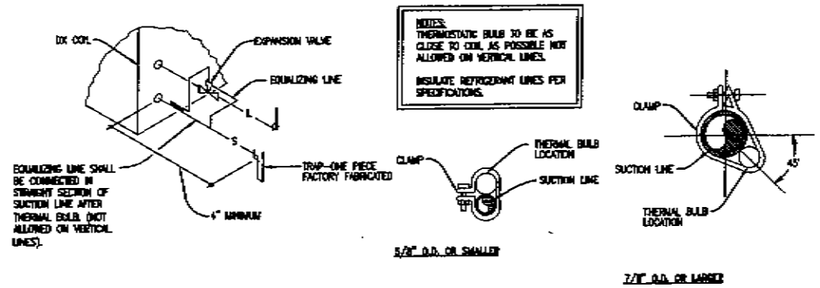
Scale:	AS NOTED
Date:	NOV. 4, 2005
Drawn By:	ZBL
Checked By:	ZBL
Approved By:	DHM

Dwg. No: M-2



1 (M-3|M-3) TYPICAL DUCT HANGER DETAIL

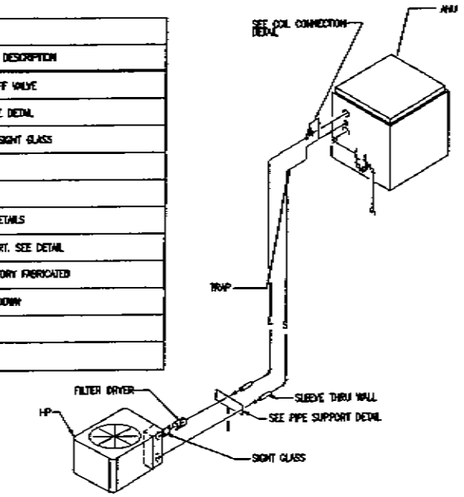
SCALE: NONE



2 (M-3|M-3) REFRIGERANT COIL CONNECTION DETAIL

SCALE: NOT TO SCALE

REFRIGERANT PIPING LEGEND	
SYMBOL	DESCRIPTION
	REFRIGERANT SHUT-OFF VALVE
	EXPANSION VALVE. SEE DETAIL
	MOISTURE INDICATING SIGHT GLASS
	FLEXIBLE CONNECTION
	FILTER DRIER
	PIPE SUPPORT. SEE DETAILS
	EXTERIOR PIPE SUPPORT. SEE DETAIL
	TRAP. ONE PIECE FACTORY FABRICATED
	DIRECTION OF SLOPE DOWN
S	SUCTION LINE
L	LIQUID LINE

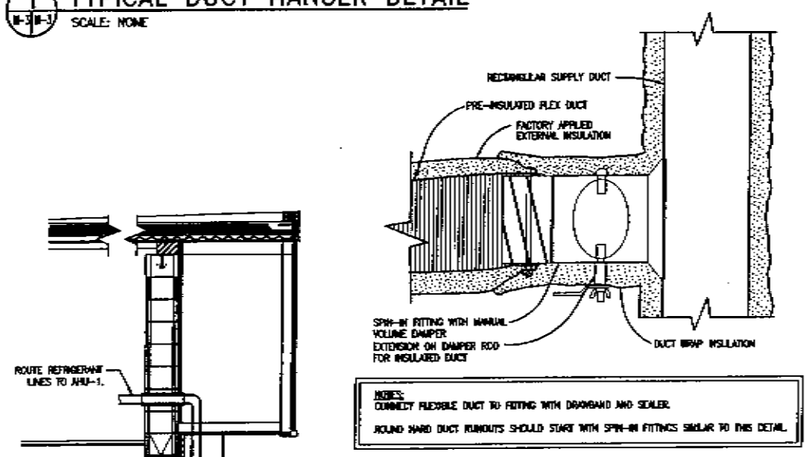


NOTE: ALL INSULATED EXTERIOR PIPING SHALL BE JACKETED WITH 24 GUAGE ALUMINUM JACKET SUITABLE FOR EXTERIOR APPLICATIONS. REFER TO SPECIFICATIONS.

NOTE: ALL EXPOSED PIPING, BRACKETS, ETC WHETHER INTERIOR OR EXTERIOR SHALL BE PAINTED PER SPEC SECTION 09900.

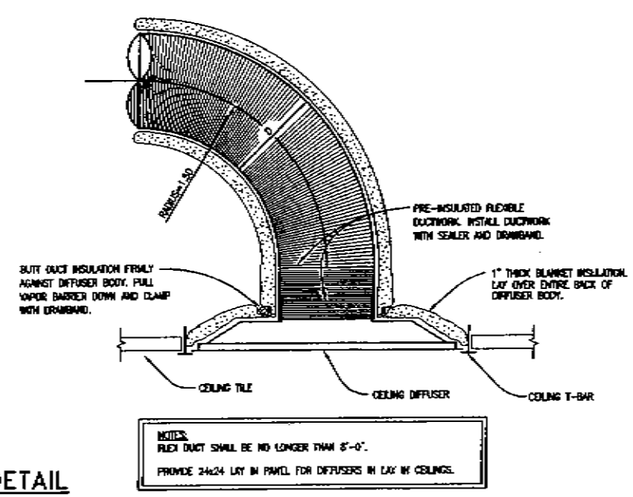
3 (M-3|M-3) TYPICAL REFRIGERANT PIPING SCHEMATIC

SCALE: NONE



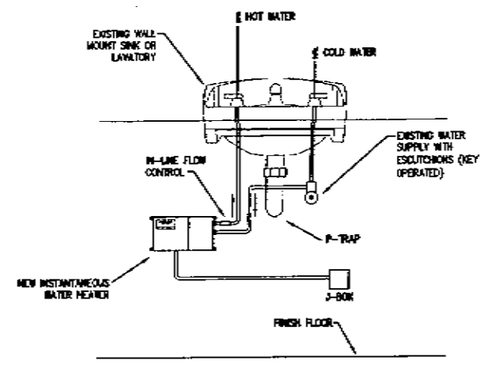
4 (M-3|M-3) TYPICAL FLEX DUCT TAKEOFF DETAIL

SCALE: NONE



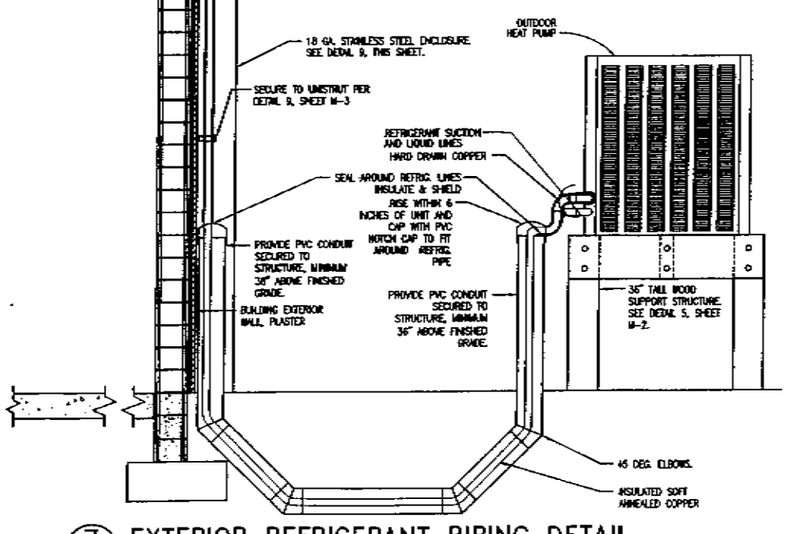
5 (M-3|M-3) TYPICAL CEILING DIFFUSER DETAIL

SCALE: NONE



6 (M-3|M-3) INSTANTANEOUS WATER HEATER MOUNTING DETAIL (TYPICAL)

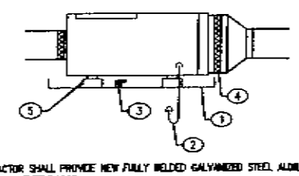
SCALE: NONE



7 (M-3|M-3) EXTERIOR REFRIGERANT PIPING DETAIL

SCALE: NONE

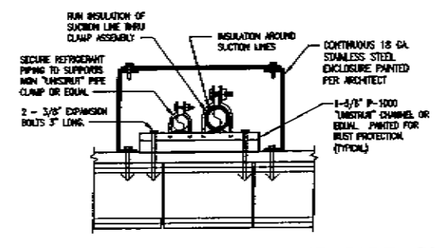
(VERIFY EXISTING BUILDING CONDITIONS)



1. CONTRACTOR SHALL PROVIDE NEW FULLY WELDED GALVANIZED STEEL AUXILIARY DRAIN PAN UNDER ENTIRE UNIT.
2. UNIT CONDENSATE DRAIN. CONTRACTOR SHALL ENSURE LINE IS CLEAR OF ANY BLOCKAGE AND THAT LINE IS SLOPED TO DRAIN PROPERLY.
3. PROVIDE SAFETY FLOAT SWITCH IN AUXILIARY DRAIN PAN INTERLOCKED TO SHUT DOWN AIR HANDLER IN THE EVENT OF OVERFLOW.
4. FLEXIBLE DUCT CONNECTOR.
5. CONTRACTOR SHALL PROVIDE NEW FULLY WELDED GALVANIZED STEEL CURB WITH VIBRATION ISOLATORS.

8 (M-3|M-3) NEW AIR HANDLER DUCT CONNECTION DETAIL

SCALE: NONE



9 (M-3|M-3) WALL-MOUNTED REFRIGERANT PIPE SUPPORT

SCALE: NONE

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SDA project 2005-199
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PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

REVISIONS		
No.	Description	Date

Title: HVAC DETAILS

Scale: AS NOTED
Date: NOV. 4, 2005
Drawn By: ZBL
Checked By: ZBL
Approved By: DNW

Dwg. No: M-3

ELECTRICAL LEGEND

WIRING

A-18,20,22 — A-18,20,22 ADJACENT TO ARROW INDICATES HOMERUN OF CIRCUIT NUMBERS 18, 20, 22 TO PANEL A; EQUIPMENT GROUNDING CONDUCTORS SHALL BE INSTALLED IN ALL CONDUIT RUNS BUT ARE NOT INDICATED ON THE CIRCUIT SYMBOLS. MINIMUM CONDUCTOR SIZE IS #12 AWG U.N.O. WHERE CONDUCTOR SIZE IS NOTED ON THE HOMERUN THAT SIZE SHALL BE USED THROUGHOUT CIRCUIT U.N.O.

SOLID LINES ON PLANS INDICATE NEW EQUIPMENT AND MATERIALS

CENTER LINES ON PLANS INDICATE UNDERGROUND OR INFLOOR CONDUIT (SEE PLANS).

CURVED LINES ON PLANS INDICATE CIRCUITS ON "NORMAL" BRANCH POWER

CONDUIT DOWN

CONDUIT UP

CONDUIT STUBBED AND CAPPED AS SHOWN PROVIDE INSULATED THROAT BUSHING.

LIGHTING

LIGHT FIXTURE, SEE FIXTURE SCHEDULE.

LIGHT FIXTURE, SEE FIXTURE SCHEDULE.

LIGHT FIXTURE, SEE FIXTURE SCHEDULE.

INDUSTRIAL OR STRIP FIXTURE, SEE FIXTURE SCHEDULE

EXTERIOR WALL MOUNTED LIGHT FIXTURE, SEE FIXTURE SCHEDULE

EXIT LIGHT, SEE FIXTURE SCHEDULE. DARK QUADRANT INDICATES LIGHTED FACE. ARROW INDICATES ARROW DIRECTION ON FIXTURE WHERE INDICATED. REFER TO LIFE SAFETY (ARCHITECTURAL) PLANS FOR FIXTURE LOCATION. OBTAIN POWER FOR THIS FIXTURE FROM NEAREST LIGHTING CIRCUIT.

DUAL FACED EXIT LIGHT, SEE FIXTURE SCHEDULE. DARK QUADRANT INDICATES LIGHTED FACE. ARROW INDICATES ARROW DIRECTION ON FIXTURE WHERE INDICATED. REFER TO LIFE SAFETY (ARCHITECTURAL) PLANS FOR FIXTURE LOCATION. OBTAIN POWER FOR THIS FIXTURE FROM NEAREST LIGHTING CIRCUIT.

$ — TOGGLE SWITCH; 120-277V. RATED; 20A; 1 POLE; A.C. ONLY; MT 48" AFF TO TOP OF BOX, U.N.O.

$3 — TOGGLE SWITCH; 120-277V. RATED; 20A; 3 WAY; A.C. ONLY; MT 48" AFF TO TOP OF BOX, U.N.O.

$WP — TOGGLE SWITCH; 120-277V. RATED; 20A; 1 POLE A.C. ONLY; MT 48" AFF TO TOP OF BOX, U.N.O. INSTALLED IN WEATHERPROOF BOX AND DEVICE PLATE COMBINATION.

$M — WALL SWITCH OCCUPANCY SENSOR (WATTSTOPPER WA-100-120/277 OR EQUAL) MOUNT 48" AFF.

MOTION DEFECTOR. WATTSTOPPER W-2000A ULTRASONIC OCCUPANCY SENSOR OR EQUAL. CEILING MOUNT

FLOOD LIGHT-SEE FIXTURE SCHEDULE

COMMUNICATIONS

SINGLE GANG TELEPHONE JB WITH 3/4"C. TO TELEPHONE BACKBOARD. PROVIDE PULL STRING.

SINGLE GANG DATA OUTLET (RJ45 DATA CONNECTOR)

POWER

J P — DOUBLE GANG J-BOX WITH CIRCUITS AS INDICATED (LEAVE 2' OF SLACK CONDUCTORS)

DUPLEX RECEPTACLE; 20A; 3 POLE GND; MT 16" AFF TO BOTTOM OF BOX UNLESS NOTED OTHERWISE; NEMA 5-20R. "WP" SUBSCRIPT INDICATES INSTALLATION IN WEATHERPROOF AND DEVICE PLATE COMBINATION. "TW" DENOTES FLOOR INSTALLATION WITH COVERPLATE. 125V UNLESS NOTED OTHERWISE. "AC" DENOTES 6" ABOVE COUNTER.

GFI — DUPLEX RECEPTACLE - GROUND FAULT CIRCUIT INTERRUPTER.

QUADRUPLEX RECEPTACLE; 125V; 20A; 3 POLE GND; MT 16" AFF TO BOTTOM OF BOX UNLESS NOTED OTHERWISE; NEMA 5-20R.

SURFACE MTD PANELBOARD

RECESSED MTD. PANELBOARD OR TELEPHONE TERMINAL CABINET AS INDICATED ON DRAWINGS

SINGLE LINE DIAGRAM

SOLID LINES ON THE SINGLE LINE DIAGRAM INDICATE NEW EQUIPMENT AND MATERIALS.

DASHED LINES ON THE SINGLE LINE DIAGRAM INDICATE EXISTING EQUIPMENT AND MATERIALS

FUSE.

TRANSFORMER.

TVSS — TRANSIENT VOLTAGE SURGE SUPPRESSOR.

PANEL "X" — PANELBOARD.

EQUIPMENT AS NOTED.

COMBINATION MOTOR STARTER WITH H-O-A SELECTOR SWITCH

MOTOR.

G — GENERATOR

PM — PHASE MONITOR

A — AMP MONITOR

V — VOLT MONITOR

FEEDER OR BRANCH CIRCUIT AS NOTED.

FUSED DISCONNECT SWITCH, SIZE PER NEC.

NON-FUSED DISCONNECT SWITCH, SIZE PER NEC.

CIRCUIT BREAKER, THERMAL MAGNETIC TRIP AND PHASE AS SHOWN

GROUND

INSTRUMENTATION & CONTROLS

MOTOR STARTER

R — ROTO FLOAT (INSTALL PER MFG. RECOMMENDATION). PROVIDE SS FLOAT BRACKET.

OL — OVERLOAD

FUSE

O, H, A — HAND-OFF-AUTO

ETM — ELAPSED TIME METER

CONTACT-NORMALLY OPEN

CONTACT-NORMALLY CLOSED

G — INDICATOR LIGHT G-GREEN Y-YELLOW R-RED

TERMINAL BLOCK

ABBREVIATIONS

A OR AMP	AMPERES
AC	ABOVE COUNTER
AFF	ABOVE FINISHED FLOOR
AHU	AIR HANDLING UNIT
AIC	AMPERE INTERRUPTING CAPACITY
AM	AMMETER
AS	AMMETER SELECTION SWITCH
ASYM	ASYMMETRICAL
ATS	AUTOMATIC TRANSFER SWITCH
C	CONDUIT
CB	CIRCUIT BREAKER
CKT	CIRCUIT
CLF	CURRENT LIMITING FUSE
CNTL	CONTROL
CT	CURRENT TRANSFORMER
D	DEPTH
DS OR DISC	DISCONNECT SWITCH
EF	EXHAUST FAN
EG	EQUIPMENT GROUND
EMCP	ENERGY MANAGEMENT CONTROL PANEL
EGC	EQUIPMENT GROUND CONDUCTOR
EMT	ELECTRICAL METALLIC TUBING
ESTOP	EMERGENCY STOP
ETR	EXISTING TO REMAIN
EX, EXIST.	EXISTING
EXP	EXPLOSION PROOF
F	FUSE
FA	FIRE ALARM
FCR	FLOAT CONTROL RELAY
FLR	FLOOR
FACP	FIRE ALARM CONTROL PANEL
FMPX	FIRE ALARM MULTIPLEX PANEL
G OR GND	GROUND
GEC	GROUNDING ELECTRODE CONDUCTOR
GF	GROUND FAULT
GFI	GROUND FAULT INTERRUPTING
H	HEIGHT
HP	HORSEPOWER
HVAC	HEATING, VENTILATION & AIR
IG	ISOLATED GROUND
IMC	INTERMEDIATE METAL CONDUIT
JB OR J	JUNCTION BOX
KVA	KILOVOLT - AMPS
KW	KILOWATTS
KWH	KILOWATT-HOUR
L	LENGTH
LA	LIGHTNING ARRESTOR
LFMC	LIQUIDTIGHT FLEXIBLE METAL CONDUIT
MCB OR MB	MAIN CIRCUIT BREAKER
MFR	MANUFACTURER
MH OR MTG	MOUNTING HEIGHT
MLO	MAIN LUGS ONLY
MT OR MTD	MOUNT OR MOUNTED
N	NEUTRAL
NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NF	NON-FUSIBLE
NFPA	NATIONAL FIRE PROTECTION ASSOCIATES
NO	NORMALLY OPEN
NTS	NOT TO SCALE
P	POLE
PFC	POWER FACTOR CAPACITOR
PLC	PROGRAMMABLE LOGIC CONTROLLER
PMT	PAD MOUNT TRANSFORMER
PNL	PANEL
PVC	POLYVINYLCHLORIDE CONDUIT
RC	REMOTE CONTROL SWITCH
RECEPT	RECEPTACLE
RGC	RIGID GALVANIZED CONDUIT
RMS	ROOT MEAN SQUARE
SS	STAINLESS STEEL
SW	SWITCH
SWBD	SWITCHBOARD
SYM	SYMMETRICAL
TBB	TELEPHONE BACKBOARD
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITER'S LABORATORIES
UNO	UNLESS NOTED OTHERWISE
V	VOLTS
VFD	VARIABLE FREQUENCY DRIVE
VM	VOLTMETER
VMS	VOLTMETER SELECTOR SWITCH
W	WIDTH
W/	WITH
WHDM	WATT HOUR DEMAND METER
WM	WATTMETER
WP	WEATHER PROOF
XFMR	TRANSFORMER

GENERAL NOTES

1. ENTIRE INSTALLATION SHALL BE IN ACCORDANCE WITH THE FOLLOWING CODES AND STANDARDS:
   A. NFPA 70, NATIONAL ELECTRICAL CODE.
   B. NFPA 101 LIFE SAFETY CODE.
2. ALL ELECTRICAL CIRCUITS SHALL INCLUDE A GREEN GROUNDING CONDUCTOR SIZED PER NEC.
3. CONDUIT AND DEVICE LOCATIONS ARE SHOWN DIAGRAMMATICALLY ONLY. CONTRACTOR SHALL FIELD LOCATE OR ROUTE AS REQUIRED.
4. ALL CONDUIT SHALL BE INSTALLED PARALLEL AND PERPENDICULAR TO BUILDING STRUCTURE.
5. ALL PANEL LEGENDS SHALL BE RETYPED TO REFLECT UP TO DATE CONDITIONS. ALL PANEL LEGENDS SHALL INDICATE THE PANEL'S FEEDER CKT. SOURCE PANEL (OR SUBSTATION) AND ITS LOCATION.
6. ELECTRICAL EQUIPMENT AND DEVICES SHALL BE PROVIDED WITH PHENOLIC NAMEPLATES.
7. CONTRACTOR SHALL MAINTAIN A SET OF PRINTS AND MARK-UP DURING CONSTRUCTION TO REFLECT "AS-BUILT" CONDITIONS. PRINTS SHALL BE DELIVERED TO THE ENGINEER UPON COMPLETION OF THE PROJECT AS A COMPLETE SET OF RECORD DRAWINGS. BDI SHALL PROVIDE THE CONTRACTOR AN ELECTRONIC SET OF BID DOCUMENTS WHICH THE CONTRACTOR SHALL MODIFY IN CADD AND RETURN TO BDI SHOWING THE AS-BUILT CONDITIONS.
8. THE CONTRACTOR SHALL PROVIDE PULL BOXES IN POWER CIRCUIT CONDUIT AS REQUIRED, SO AS TO LIMIT THE NUMBER OF BENDS TO A MAXIMUM OF 360 DEGREES OR FOUR 90 DEGREE TURNS.
9. PROVIDE CONDUIT EXPANSION FITTINGS AS CONDUIT CROSSES BUILDING EXPANSION JOINTS.
10. ALL EXTERIOR ELECTRICAL ENCLOSURES SHALL BE NEMA 4X, SS UNLESS OTHERWISE NOTED.
11. ALL SUPPORTING AND FASTENING DEVICES SHALL BE SS.
12. CONTRACTOR MAY COMBINE HOMERUNS TO ALL PANEL BOARDS PER NEC.
13. ALL RECEPTACLE BRANCH CIRCUITS OVER 75' IN LENGTH SHALL USE #10 AWG CONDUCTOR (FOR VOLTAGE DROP).
14. THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER IN WRITING AT LEAST FIVE BUSINESS DAYS BEFORE ANY PLANNED POWER OUTAGES, AND THE CONTRACTOR SHALL NOT PERFORM A POWER OUTAGE WITHOUT RECEIVING APPROVAL FROM THE OWNER.
15. ALL BELOW GRADE CONDUITS SHALL BE SCH. 40 PVC BURIED 36" BELOW GRADE WITH MAGNETIC MARKER TAPE 8" ABOVE TOP OF CONDUIT.
16. CONTRACTOR SHALL PAY ALL FEES ASSESSED BY ELECTRICAL UTILITY CO.
17. CONTRACTOR SHALL PROVIDE 2 SPARE FUSES FOR EACH FUSE INSTALLED INCLUDING ALL EQUIPMENT AND CONTROLS.
18. CONTROL AND POWER CONDUITS SHALL BE SEPARATED BY 12" MIN. AND SHALL BE IN SEPARATE JUNCTION BOXES/DUCT BANKS.
19. CONTRACTOR SHALL MAINTAIN OPERATION OF THE ELECTRICAL SERVICE DURING THE TOLL FACILITY RENOVATIONS.
20. SURGE SUPPRESSION EQUIPMENT SHALL MEET OR EXCEED THE LATEST UL 1449 AND ANSI/IEEE REQUIREMENTS TVSS DEVICES INCLUDING NEMA LS-1. CONTRACTOR SHALL PROVIDE TEST DATA FROM AND INDEPENDENT TEST LABORATORY AS DIRECTED BY THE ENGINEER.
21. ALL EXTERIOR RECEPTACLES SHALL BE UL LISTED AND SUITABLE FOR USE IN WET LOCATIONS (I.E. WITH COVER OPEN IN CONTINUOUS USE OR INTERMITTENT USE IN WET OR DAMP LOCATIONS).
22. SINCE THIS FACILITY OPERATES 24 HOURS A DAY, THE CONTRACTOR MAY BE REQUIRED TO SCHEDULE WORK DURING THE EVENING AND NIGHT HOURS TO PERFORM THE NECESSAY WORK DURING HOURS OF LOW TRAFFIC VOLUME.

THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ALL STRUCTURES,
23. EQUIPMENT, BARRIERS, AND SIGNAGE NECESSARY TO PROTECT THE SAFETY OF ALL EMPLOYEES AND PATRONS OF THE BOB SIKES BOLL FACILITY DURING THE CONSTRUCTION PERIOD.

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BASKERVILLE-DONOVAN, INC.

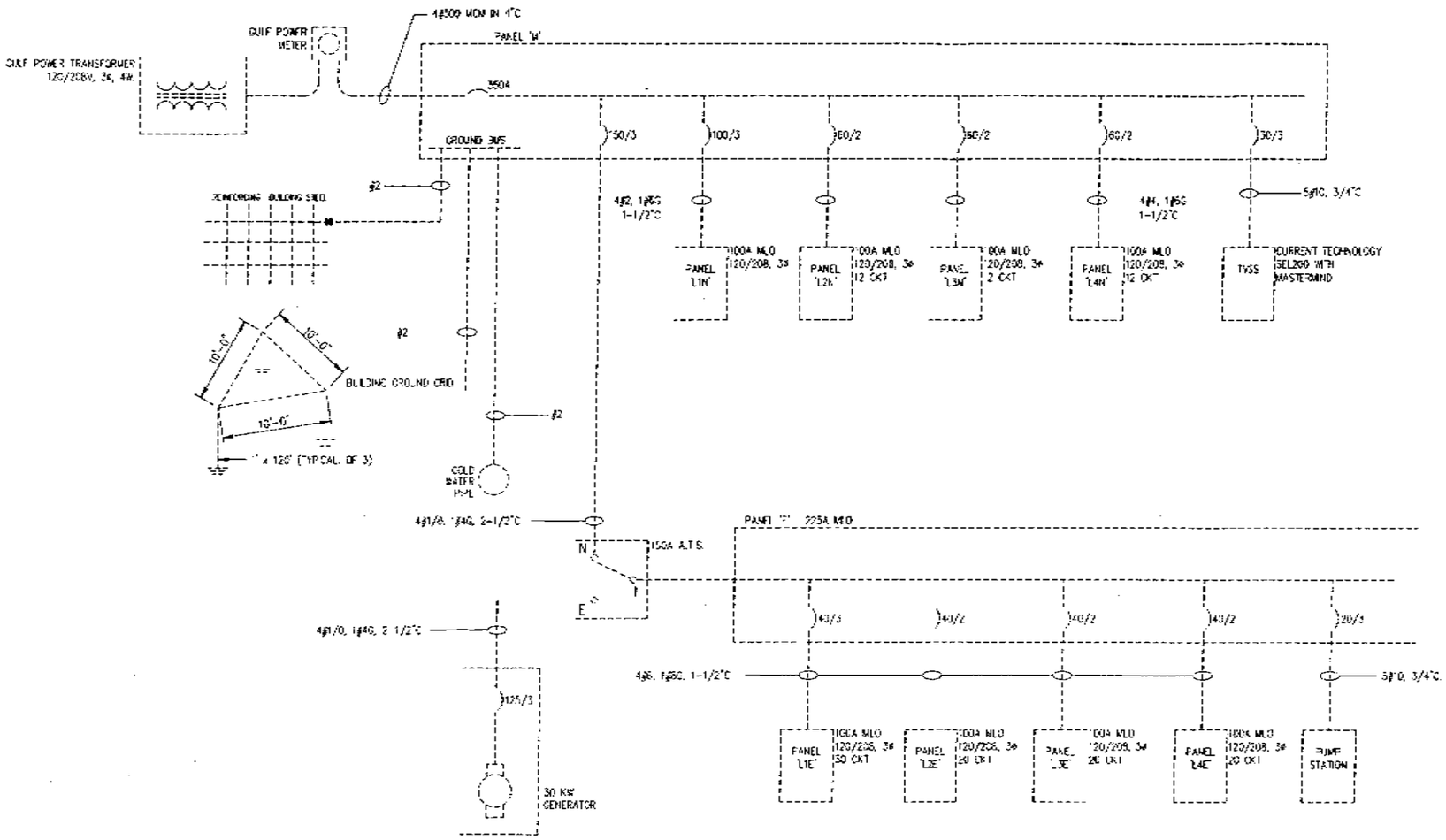
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: LEGEND, ABBREVIATIONS AND NOTES

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: HDE
Checked By: GPR
Approved By:

Dwg. No: E-001



EXISTING SINGLE LINE DIAGRAM

NO SCALE

GENERAL NOTES:

1. ALL ELECTRICAL PANELS SHOWN ON THIS SHEET SHALL BE REMOVED.
2. ALL ELECTRICAL CONDUCTORS SHOWN ON THIS SHEET SHALL BE REMOVED.
3. ALL ELECTRICAL CONDUITS NOT REQUIRED FOR THE PROPOSED ELECTRICAL SYSTEM SHALL BE REMOVED.

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BASKERVILLE-DONOVAN, INC.

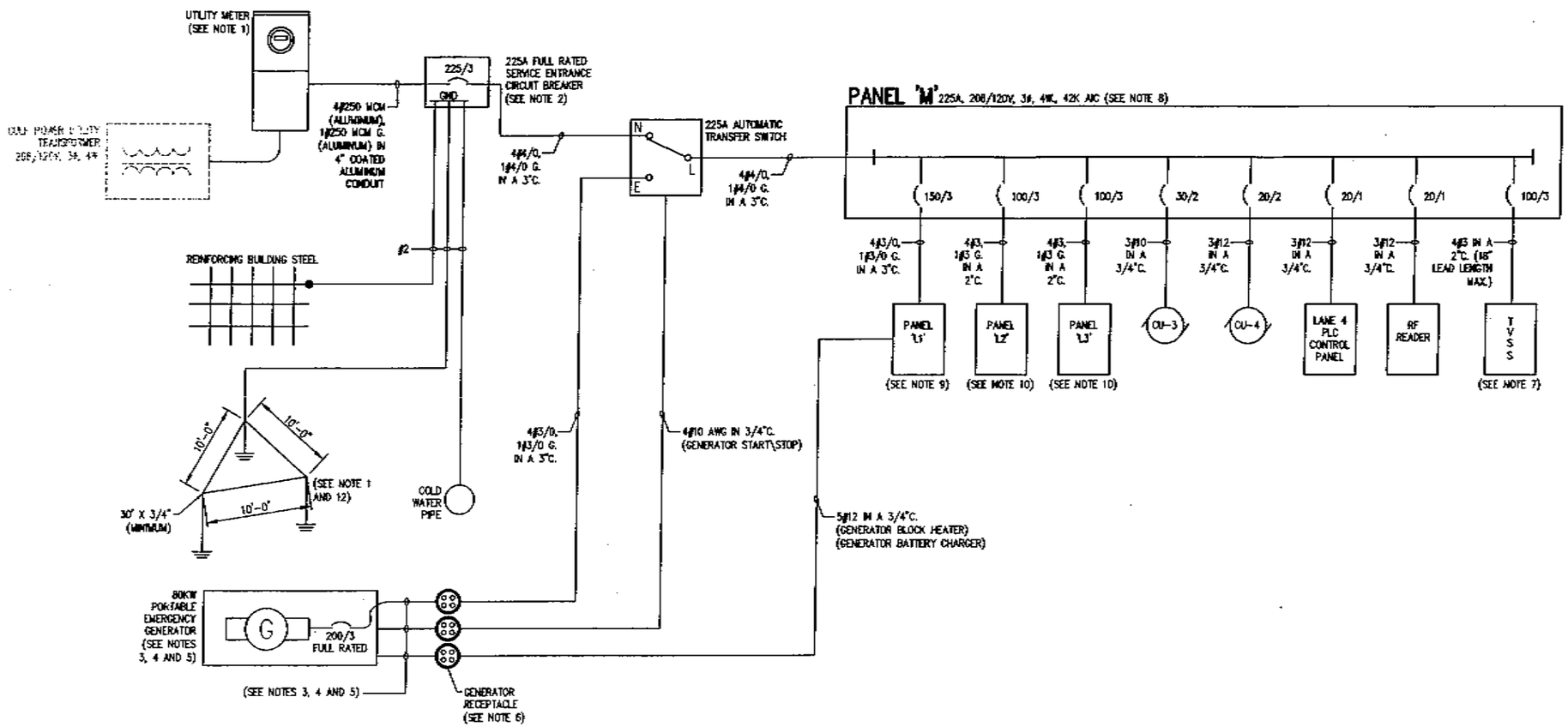
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: EXISTING SINGLE LINE DIAGRAM

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: NDE
Checked By: GPR
Approved By:

Dwg. No: E-005



PROPOSED SINGLE LINE DIAGRAM

NO SCALE

GENERAL NOTES:

1. THE CONTRACTOR SHALL INSTALL A NEW ELECTRICAL SERVICE FOR THE TOLL FACILITY. THE EXISTING SERVICE SHALL BE DISCONNECTED AT THE COMPLETION OF THE RENOVATIONS. THE NEW UTILITY METER SHALL BE INSTALLED ON AN ALUMINUM RACK NEAR THE UTILITY TRANSFORMER IN ACCORDANCE WITH ALL UTILITY COMPANY REGULATIONS.
2. THE 200A SERVICE ENTRANCE CIRCUIT BREAKER SHALL BE INSTALLED IN THE ELECTRICAL ROOM ON THE SECOND FLOOR OF THE LANE 4 TOLL BOOTH. THE CONTRACTOR SHALL PROVIDE THE CIRCUIT BREAKER WITH SHUNT TRIP OPTION. THE CONTRACTOR SHALL PROVIDE AN EMERGENCY DISCONNECT PUSHBUTTON OUTSIDE THE LANE 4 TOLLBOOTH.
3. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 30' FEEDER CABLE (SIZED PER THE NEC FOR GENERATOR RATING) WITH A PLUG TO MATCH THE GENERATOR RECEPTACLE MOUNTED TO THE TOLL FACILITY BUILDING FOR EMERGENCY POWER.
4. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 30' CABLE WITH A PLUG TO MATCH THE GENERATOR RECEPTACLE FOR THE GENERATOR START/STOP SIGNAL. EACH CABLE SHALL BE PROPERLY LABELED.
5. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 30' CABLE WITH A PLUG TO MATCH THE GENERATOR RECEPTACLE MOUNTED ON THE TOLL FACILITY BUILDING FOR THE GENERATOR BLOCK HEATER AND BATTERY CHARGER. EACH CABLE SHALL BE PROPERLY LABELED.
6. THE GENERATOR RECEPTACLES SHALL BE MANUFACTURED FOR HARSH ENVIRONMENT APPLICATIONS AND SHALL BE MOUNTED TO THE TOLL FACILITY BUILDING. THE CONTRACTOR SHALL SELECT RECEPTACLES WITH DIFFERENT KEYING/PIN PATTERNS TO PREVENT CROSS CONNECTION OF CABLES. GENERATOR RECEPTACLES TO BE MOUNTED ON THE LANE 1 BUILDING. SEE SHEET E-111 FOR ADDITIONAL DETAILS.
7. TVSS DEVICE SHALL BE A CURRENT TECHNOLOGY TG100 OR ENGINEER APPROVED EQUAL.
8. SEE PANEL SCHEDULE FOR COMPLETE LISTING OF LOADS FOR PANEL 'M'.
9. SEE SHEET E-200 FOR MOUNTING LOCATION AND MOUNTING DETAILS OF NEW PANEL.
10. PANEL SHALL BE NEMA 4X SS MOUNTED ON PARAPET WALL ON THE ROOF OF THE RESPECTIVE TOLL BOOTH.
11. THE CONTRACTOR SHALL PROVIDE A CONSTRUCTION PHASING PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO THE COMMENCEMENT OF ELECTRICAL WORK.
12. THE CONTRACTOR SHALL BE REQUIRED TO INSTALL THE GROUNDING SYSTEM TO ACHIEVE A MINIMUM RESISTANCE TO GROUND OF 5 OHMS. THE CONTRACTOR MAY BE REQUIRED TO INSTALL ADDITIONAL GROUND RODS TO ACHIEVE THE DESIRED RESISTANCE TO GROUND.

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: PROPOSED SINGLE LINE DIAGRAM

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: MDE
Checked By: GPR
Approved By:

Dwg. No: E-006

PANEL: M (PROPOSED)

3 PH 4 WIRE VOLTAGE L-L: 208 L-N: 120 MAIN: 225A MLO

LOCATION: ROOM # MOUNTING: SURFACE

CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	PHASE A	PHASE B	PHASE C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	150	3	PANEL 'L1'	16480	17080			600	CANOPY LIGHTS	1	20	2
3	–	–		13155		13455		300	SIGN LIGHTS	1	20	4
5	–	–		15735			17660	1925	CU-3	2	30	6
7	100	3	PANEL 'L2'	4170	6095			1925		–	–	8
9	–	–		2121		3211		1090	CU-4	2	20	10
11	–	–		2735			3825	1090		–	–	12
13	100	3	PANEL 'L3'	4170	4682			512	LANE 4 LTS 1ST FLOOR	1	20	14
15	–	–		2121		2377		256	LANE 4 LTS 2ND FLOOR	1	20	16
17	–	–		2735			3635	900	LANE 4 REC 2ND FLOOR	1	20	18
19	20	1	LANE 4 REC 2ND FLOOR	720	1440			720	LANE 4 REC 1ST FLOOR	1	20	20
21	20	1	LANE 4 REC 1ST FLOOR	900		1300		400	RF READER LANE 4	1	20	22
23	20	1	RH-1	375			2375	2000	LANE 4 PLC CP	1	20	24
25	–	–		375	1375			1000	TRAFFIC BARRIER	1	20	26
27	20	1	RH-2	375		375		0	SPARE	1	50	28
29	–	–		375			375	0	SPARE	1	30	30
31	20	1	SPARE	0	0			0	SPARE	1	20	32
33	20	1	SPARE	0		0		0	SPARE	1	20	34
35	20	1	SPARE	0			0	0	SPARE	1	20	36
37	20	1	SPARE	0	5			5	TVSS	3	100	38
39	20	1	SPARE	0		5		5		–	–	40
41	20	1	SPARE	0			5	5		–	–	42
			TOTAL LOAD(VA)/PHASE THIS PANEL:		30677	20723	27875					

TOTAL CONNECTED LOAD(VA) THIS PANEL: 79275 TOTAL CONNECTED LOAD (AMPS): 220
TOTAL DEMAND LOAD (VA) THIS PANEL: 65768 TOTAL DEMAND LOADS (AMPS): 183

NOTES:
1. MINIMUM A.I.C SHALL BE 22K SERIES RATED.

PANEL: L1

3 PH 4 WIRE VOLTAGE L-L: 208 L-N: 120 MAIN: 200A MLO

LOCATION: MAIN ELECTRICAL ROOM MOUNTING: SURFACE

CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	PHASE A	PHASE B	PHASE C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	20	3	SEWER LIFT STATION	700	900			200	OUTSIDE LIGHTS	1	20	2
3	–			700		750		50	EXHAUST FAN	1	20	4
5	–			700			1300	600	LANE 1 LIGHTS	1	20	6
7	20	1	STORAGE RM. LIGHTS	200	920			720	LANE 1 LIGHTS	1	20	8
9	20	1	EXIT LIGHTS	200		3202		3002	HP-1	3	40	10
11	50	3	AHU-1	5398			8400	3002			–	12
13	–			5398	8400			3002			–	14
15	–			5398		5758		360	OUTSIDE REC. N	1	20	16
17	20	1	UTILITY RM. REC.	720			1240	520	BATHROOM REC.	1	20	18
19	20	1	MONEY RM. REC.	720	920			200	MICROWAVE REC.	1	20	20
21	20	1	MONEY RM. REC.	720		1440		720	TRAINING RM. REC. W	1	20	22
23	40	1	INST. WATER HEATER	3500			3700	200	REFRIGERATOR REC.	1	20	24
25	20	1	TRAINING RM. REC. E	900	1620			720	CONTROL RM. REC. N	1	20	26
27	20	1	CONTROL RM. REC W	720		895		175	RH-5	2	20	28
29	20	1	CONTROL RM. REC S	520			695	175		–	–	30
31	20	1	LANE 1 PLC CP	2000	3000			1000	TRAFFIC BARRIER	1	20	32
33	20	1	SECURITY ALARM PANEL	350		710		360	GEM BATTERY CHARGER	1	20	34
35	50	2	SPARE	0			400	400	GEM BLOCK HEATER	1	20	36
37	–	–		0	720			720	STORAGE REC	1	20	38
39	30	2	SPARE	0		400		400	RF READER	1	20	40
41	–	–		0			0	0	SPARE	1	20	42
			TOTAL LOAD(VA)/PHASE THIS PANEL:		16480	13155	15735					

TOTAL CONNECTED LOAD(VA) THIS PANEL: 45370 TOTAL CONNECTED LOAD (AMPS): 126
TOTAL DEMAND LOAD (VA) THIS PANEL: 36364 TOTAL DEMAND LOADS (AMPS): 101

NOTES:
1. MINIMUM A.I.C. SHALL BE 22K SERIES RATED.
2 PANEL TO BE MOUNTED 60" A/F.

PANEL: L3

3 PH 4 WIRE VOLTAGE L-L: 208 L-N: 120 MAIN: 100A MLO

LOCATION: MAIN ELECTRICAL ROOM MOUNTING: SURFACE

CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	PHASE A	PHASE B	PHASE C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	20	2	DSS-1	1090	1630			540	LANE 3 REC	1	20	2
3	–	–		1090		1490		400	RF READER	1	20	4
5	20	1	LANE 3 PLC CP	2000			2360	360	ROOF REC.	1	20	6
7	20	1	TRAFFIC BARRIER	1000	1540			540	LANE 3 REC	1	20	8
9	20	2	RH-3	375		631		256	BOOTH LIGHTS	1	20	10
11	–	–		375			375	0	SPARE	1	20	12
13	20	1	USER FARE DISPLAY	1000	1000			0	SPARE	1	20	14
15	20	1	SPARE	0		0		0	SPARE	1	20	16
17	20	1	SPARE	0			0	0	SPARE	1	20	18
19	20	1	SPARE	0	0			0	SPARE	1	20	20
21	20	1	SPARE	0		0		0	SPARE	1	20	22
23	20	1	SPARE	0			0	0	SPARE	1	20	24
			TOTAL LOAD(VA)/PHASE THIS PANEL:		4170	2121	2735					

TOTAL CONNECTED LOAD(VA) THIS PANEL: 9026 TOTAL CONNECTED LOAD (AMPS): 25
TOTAL DEMAND LOAD (VA) THIS PANEL: 8000.5 TOTAL DEMAND LOADS (AMPS): 22

NOTES:
1. MINIMUM A.I.C. SHALL BE 22K SERIES RATED.
2 PANEL TO BE MOUNTED 60" ABOVE THE FINISHED FLOOR

PANEL: L2

3 PH 4 WIRE VOLTAGE L-L: 208 L-N: 120 MAIN: 100A MLO

LOCATION: MAIN ELECTRICAL ROOM MOUNTING: SURFACE

CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	PHASE A	PHASE B	PHASE C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	20	2	DSS-2	1090	1630			540	LANE 2 REC	1	20	2
3	–	–		1090		1490		400	RF READER	1	20	4
5	20	1	LANE 2 PLC CP	2000			2360	360	ROOF REC.	1	20	6
7	20	1	TRAFFIC BARRIER	1000	1540			540	LANE 2 REC	1	20	8
9	20	2	RH-4	375		631		256	BOOTH LIGHTS	1	20	10
11	–	–		375			375	0	SPARE	1	20	12
13	20	1	USER FARE DISPLAY	1000	1000			0	SPARE	1	20	14
15	20	1	SPARE	0		0		0	SPARE	1	20	16
17	20	1	SPARE	0			0	0	SPARE	1	20	18
19	20	1	SPARE	0	0			0	SPARE	1	20	20
21	20	1	SPARE	0		0		0	SPARE	1	20	22
23	20	1	SPARE	0			0	0	SPARE	1	20	24
			TOTAL LOAD(VA)/PHASE THIS PANEL:		4170	2121	2735					

TOTAL CONNECTED LOAD(VA) THIS PANEL: 9026 TOTAL CONNECTED LOAD (AMPS): 25
TOTAL DEMAND LOAD (VA) THIS PANEL: 8000.5 TOTAL DEMAND LOADS (AMPS): 22

NOTES:
1. MINIMUM A.I.C. SHALL BE 22K SERIES RATED.
2 PANEL TO BE MOUNTED 60" ABOVE THE FINISHED FLOOR

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BASKERVILLE-DONOVAN, INC.

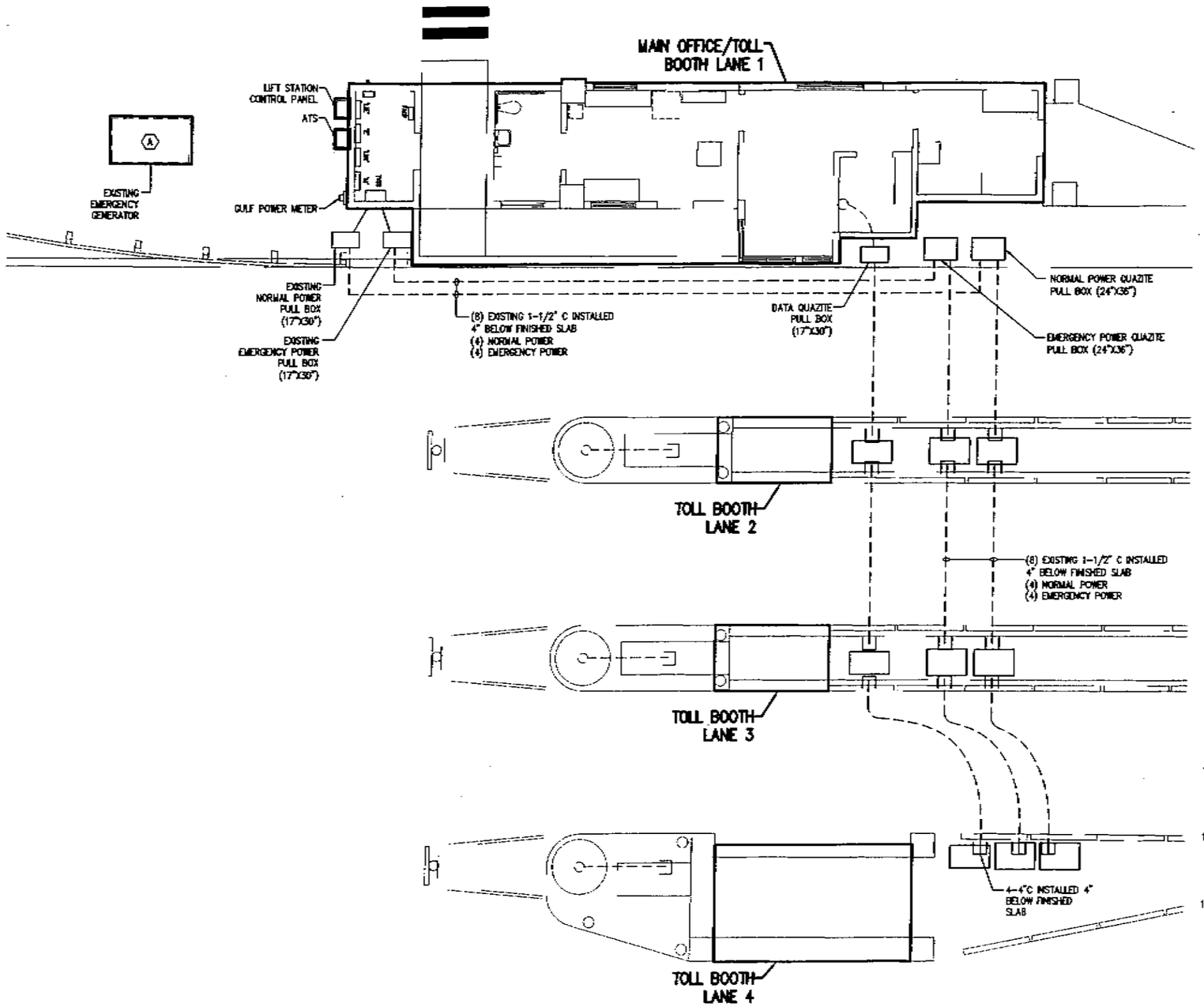
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: PROPOSED PANEL SCHEDULES

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: NDE
Checked By: GPR
Approved By:

Dwg. No: E-020



ELECTRICAL DEMOLITION OVERVIEW

NO SCALE

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A CONSTRUCTION PHASING PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF ELECTRICAL DEMOLITION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL "SCRAP" MATERIAL AND EQUIPMENT FROM THE SITE.
3. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER TO INDICATE WHICH ITEMS ARE DEEMED "SCRAP" AND WHICH ITEMS SHALL BE "SALVAGED". ALL ITEMS THAT ARE DEEMED "SALVAGABLE" SHALL BE STORED OR TRANSPORTED TO A LOCATION SPECIFIED BY THE OWNER.
4. THE HIGHLIGHTED STRUCTURES INDICATE DEMOLITION/RENOVATION AREAS ASSOCIATED WITH THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEMOLITION/RENOVATION TASKS ASSOCIATED WITH THE INTERCONNECTING ELECTRICAL AND CONTROL CONDUITS AND CONDUCTORS BETWEEN EACH OF THE BOOTHS/BUILDINGS.
5. THE EXISTING AUTOMATIC TRANSFER SWITCH SHALL BE DISCONNECTED AND REMOVED FROM THE BUILDING.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PATCHING AND PAINTING ALL AREAS EFFECTED BY DEMOLITION TO MATCH ADJACENT AREAS.
7. UPON COMPLETION OF THE RENOVATIONS ALL ELECTRICAL LOADS SHALL BE FED FROM THE LANE 4 ELECTRICAL DISTRIBUTION SYSTEM AND ASSOCIATED PANELS. AFTER EACH OF THE LOADS IN EACH OF THE PANELS HAS BEEN RE-FED THE EXISTING PANEL SHALL BE REMOVED.
8. THE MAIN OFFICE/TOLL BOOTH LANE 1 DEMOLITION SHALL BE PERFORMED BY THE CONTARCTOR AS REQUIRED FOR THE RENOVATION WORK AS OUTLINED IN THE PROJECT PLANS AND SPECIFICATIONS.
9. THE TOLL BOOTH LANE 2 ELECTRICAL CONDUCTORS SHALL BE DISCONNECTED AND REMOVED BACK TO THE PANEL SERVING THE LOAD AND THE TOLLBOOTH SHALL BE REMOVED FROM THE SITE.
10. THE TOLL BOOTH LANE 3 ELECTRICAL CONDUCTORS SHALL BE DISCONNECTED AND REMOVED BACK TO THE PANEL SERVING THE LOAD AND THE TOLLBOOTH SHALL BE REMOVED FROM THE SITE.
11. THE TOLL BOOTH LANE 4 ELECTRICAL CONDUCTORS SHALL BE DISCONNECTED AND REMOVED BACK TO THE PANEL SERVING THE LOAD AND THE TOLLBOOTH SHALL BE REMOVED FROM THE SITE.
12. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE A BACKUP SOURCE OF POWER TO THE OPERATING TOLL LANES DURING ELECTRICAL DEMOLITION OR ELECTRICAL UTILITY WORK.
13. THE CONTRACTOR SHALL COORDINATE ALL UTILITY WORK WITH GULF POWER COMPANY.

KEY NOTES:

(A) EXISTING EMERGENCY GENERATOR TO BE DISCONNECTED AND REMOVED FROM THE SITE. THE CONTRACTOR SHALL DISPOSE OF THE GENERATOR AS DIRECTED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSAL OF ALL FLUIDS AND FUEL CONTAINED IN THE GENERATOR.

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: ELECTRICAL DEMOLITION OVERVIEW

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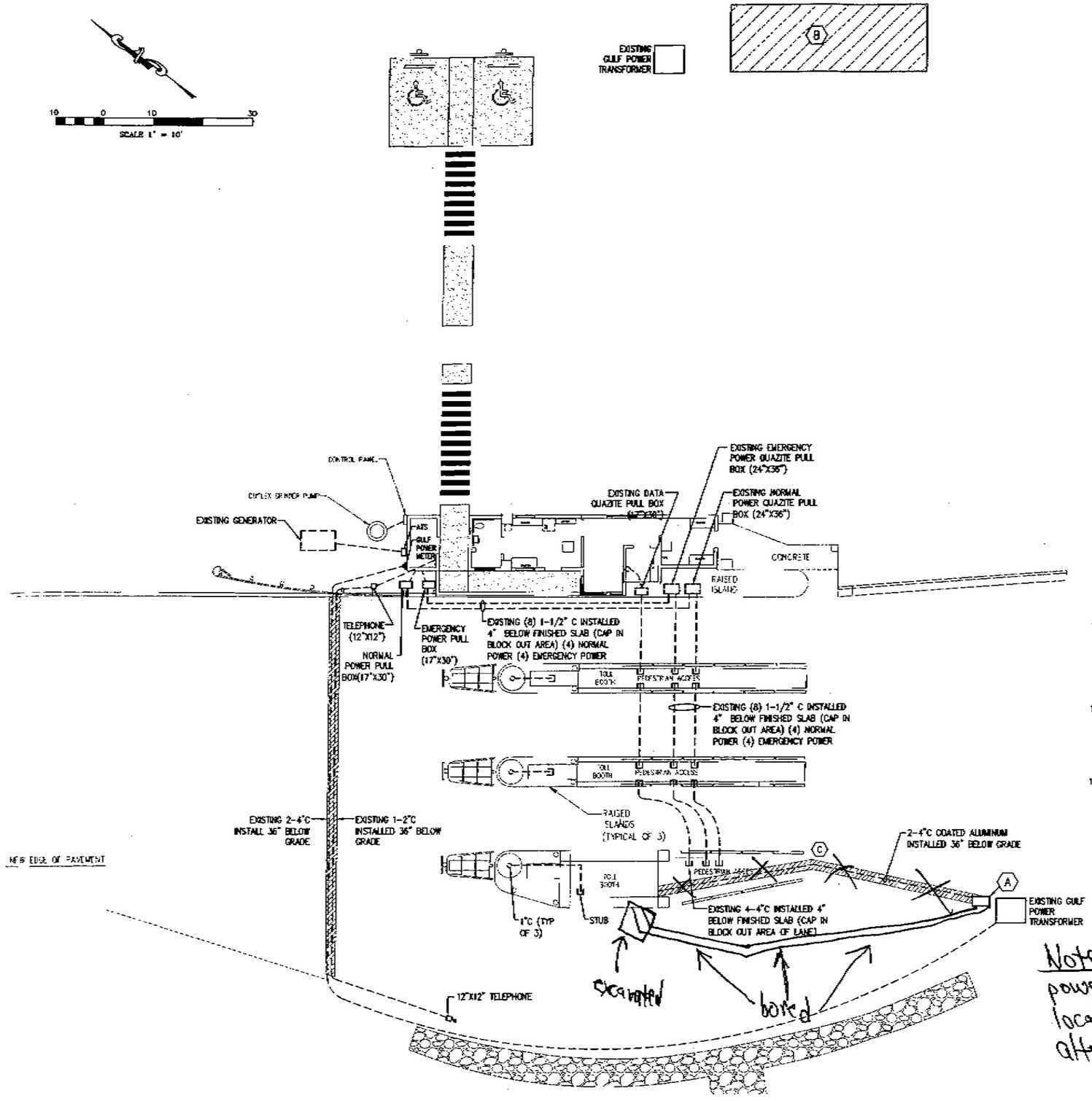

Note - the laterals for the new power were bored & the location was slightly altered

ELECTRICAL EQUIPMENT DEMOLITION

SCALE: 1"=10'

GENERAL NOTES:

1. THE CONTRACTOR SHALL REMOVE POWER FROM ANY ELECTRICAL DEVICES AND LOCK THE PANEL FEEDING THE DEVICES, SUCH THAT THE ELECTRICAL DEVICES CAN NOT BE INADVERTANTLY ENERGIZED DURING DEMOLITION.
2. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE OWNER OF ALL PROPOSED CONSTRUCTION STAGING AREAS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT, SIGNALS, SIGNAGE, CONES, AND BARRIERS REQUIRED BY FDOT TO PERFORM WORK IN A ROADWAY.
4. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE OWNER AT LEAST 48 HOURS PRIOR TO A SCHEDULED LANE CLOSURE. THE CONTRACTOR SHALL NOT COMMECE WITH THE LANE CLOSURE UNTIL HE RECEIVES APPROVAL FROM THE OWNER.
5. SINCE THIS FACILITY OPERATES 24 HOURS A DAY, THE CONTRACTOR MAY BE REQUIRED TO SCHEDULE WORK DURING THE EVENING AND NIGHT HOURS TO PERFORM THE NECESSAYR DEMOLITION WORK DURING HOURS OF LOW TRAFFIC VOLUME.
6. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ALL STRUCTURES, EQUIPMENT, BARRIERS, AND SIGNAGE NECESSARY TO PROTECT THE SAFETY OF ALL EMPLOYEES AND PATRONS OF THE BOB SIKES TOLL FACILITY DURING THE CONSTRUCTION PERIOD.
7. THE CONTRACTOR SHALL BE REQUIRED TO SUPPLY A MINIMUM OF ONE (1) OPERATING RESTROOM FACILITY STRICTLY FOR THE BOB SIKES TOLL FACILITY STAFF, DURING ALL PHASES OF CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STORAGE OF THE REMOVED EQUIPMENT AS DIRECTED BY THE OWNER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STORAGE OF ALL THE EQUIPMENT AND ITEMS THAT ARE REMOVED FROM THE TOLL BOOTHS THAT HAVE BEEN DEEMED 'SALVAGABLE' BY THE OWNER. THE CONTRACTOR SHALL PROVIDE AN ON-SITE STORAGE UNIT TO HOUSE THE SALVAGED EQUIPMENT. THE CONTRACTOR SHALL PROVIDE ADDITIONAL STORAGE UNITS AS REQUIRED.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND THE DISPOSAL OF ALL THE EQUIPMENT AND ITEMS THAT HAVE BEEN DECLARED "SCRAP" BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE OWNER TO IDENTIFY WHICH ITEMS HAVE BEEN DEEMED SCRAP.
11. DURING THE CONSTRUCTION PERIOD THE CONTRACTOR SHALL COORDINATE WITH THE OWNER CONCERNING TEMPORARY LANE CLOSURES AND SHALL ALLOW THE TOLL FACILITY STAFF TO INSTRUCT THEM ON THE PROPER LANE CLOSURE PROCEDURES.
12. THE CONTRACTOR SHALL INSTALL 2-4" COATED ALUMINUM CONDUITS AND ALUMINUM FEEDERS FROM THE UTILITY TRANSFORMER TO THE ELECTRICAL SERVICE POINT IN THE LANE 4 TOLLBOOTH.

KEY NOTES:

(A) NEW UTILITY METER FOR NEW SERVICE. UTILITY METER TO BE INSTALLED ON ALUMINUM RACK ADJACENT TO UTILITY TRANSFORMER.

(B) PROPOSED EQUIPMENT ON-SITE OFFICE TESTING LOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING UTILITY SERVICES TO THE TRAILER.

(C) THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAW CUTTING AND REMOVAL OF ASPHALT AND CONCRETE IN THE AREA DESIGNATED FOR THE PROPOSED CONDUIT DUCT BANK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING THE ROADWAY TO EXISTING CONDITIONS FOLLOWING THE INSTALLATION OF THE CONDUIT DUCT BANK.

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By:	Revision Description

Title: ELECTRICAL SITE PLAN

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: HDE
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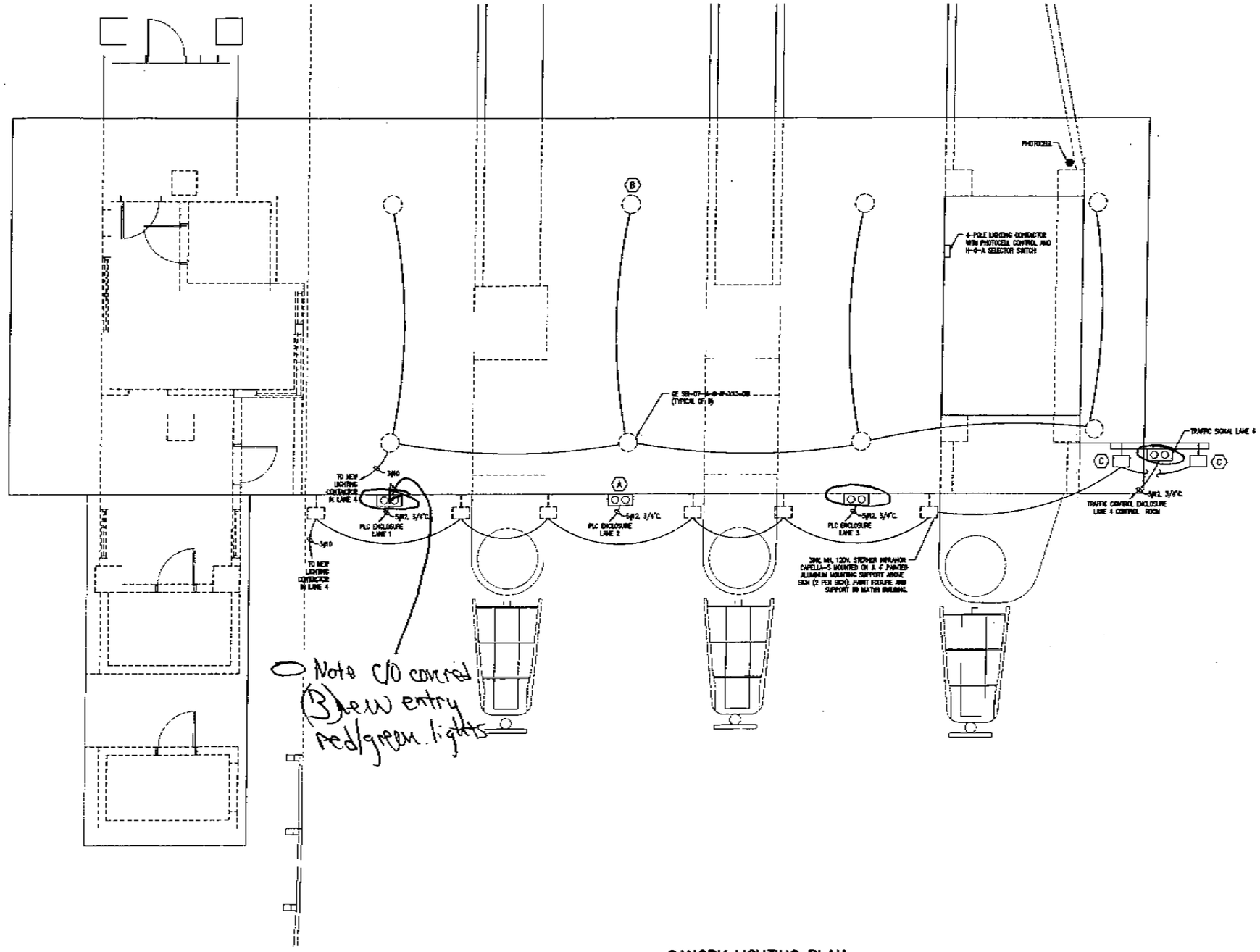
Approved By:

Dwg. No: E-101



CANOPY LIGHTING PLAN

SCALE: 1/4"=1'-0"

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL DAMAGED FIXTURES. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO INSPECT ALL FIXTURES PRIOR TO BID TO DETERMINE WHICH FIXTURES ARE REQUIRED TO BE REPLACED.
2. THE CONTRACTOR SHALL REPLACE ALL LAMPS AND CLEAN ALL LENSES AND FIXTURES.
3. ALL REPLACEMENT FIXTURES SHALL BE ENGINEER APPROVED EQUIVALENT FIXTURES, AND SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
4. THE CONTRACTOR SHALL BE REQUIRED TO TOUCH UP PAINT ON LIGHTS AND FIXTURES AS REQUIRED. PAINT TO BE SELECTED PER MANUFACTURER'S RECOMMENDATION WITH COLOR TO MATCH EXISTING.

KEY NOTES:

(A) RED AND GREEN OVERHEAD TRAFFIC SIGNAL LOST DURING THE STORM. THE CONTRACTOR SHALL REPLACE THE OVERHEAD TRAFFIC SIGNAL TO MATCH THE EXISTING SIGNAL.

(B) DAMAGED CANOPY LIGHT TO BE REPLACED. THE CONTRACTOR SHALL REPLACE THE FIXTURE TO MATCH EXISTING.

(C) DAMAGED SIGN LIGHT TO BE REPLACED. THE CONTRACTOR SHALL REPLACE THE FIXTURE TO MATCH THE EXISTING MODEL.

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PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: CANOPY LIGHTING PLAN

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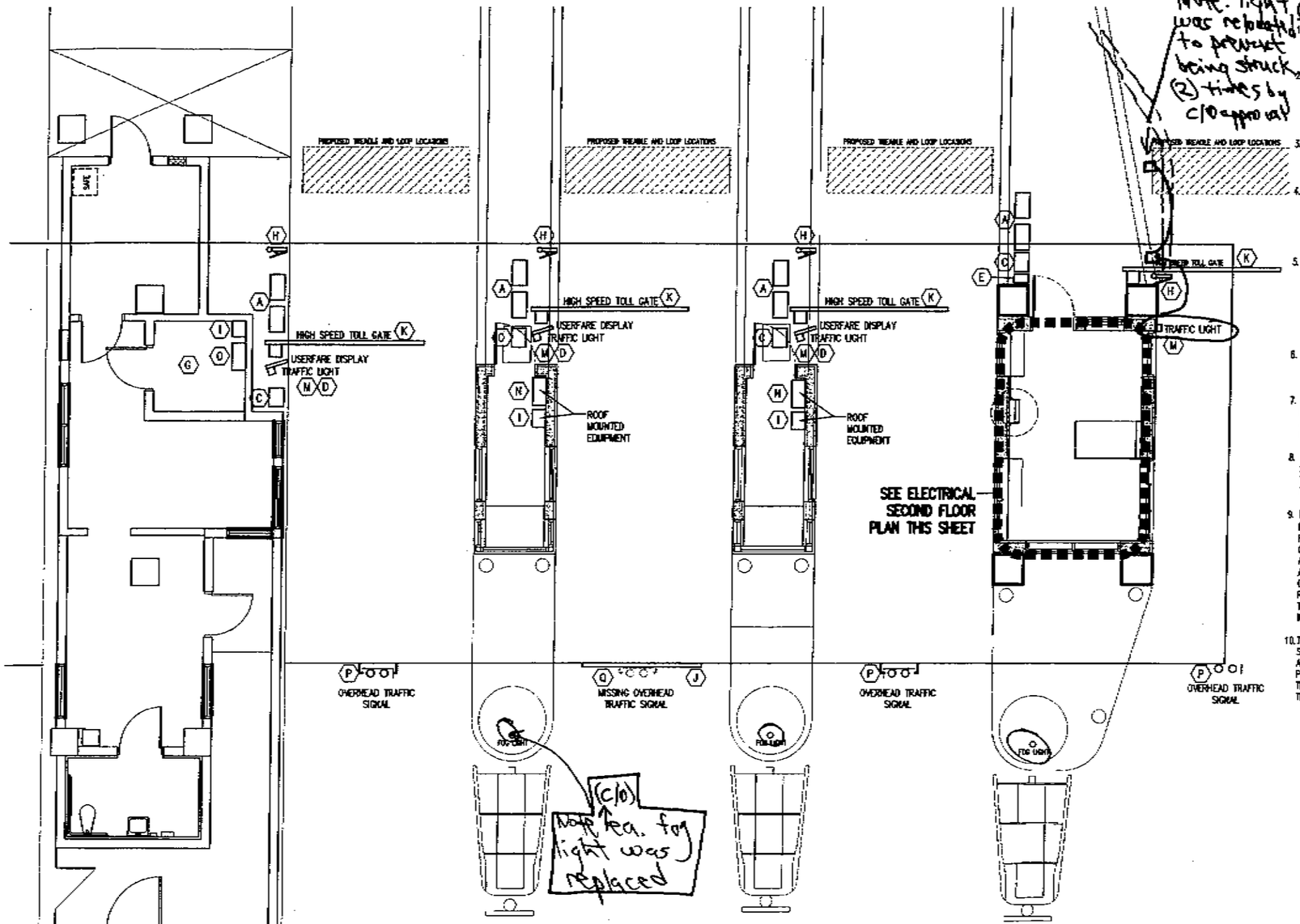
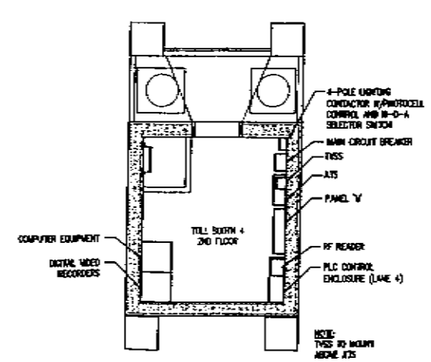


Note: light was replaced to prevent being struck (2) times by C/O approval

PROPOSED ELECTRICAL EQUIPMENT INSTALLATION PLAN

NOT TO SCALE



PROPOSED ELECTRICAL SECOND FLOOR PLAN

NOT TO SCALE

GENERAL NOTES:

1. THE CONTRACTOR SHALL PROVIDE A TRAFFIC LOOP IN EACH LANE TO CLOSE THE GATE ARM WHEN THE VEHICLE EXITS THE LANE.
2. THE CONTRACTOR SHALL PROVIDE AND INSTALL A VEHICLE CLASSIFICATION SYSTEM IN EACH TOLL LANE THAT CONSISTS OF THE FOLLOWING, OR ENGINEER APPROVED EQUAL CLASSIFICATION SYSTEM:
3. TWO (2) TRAFFIC INDUCTION LOOPS WITH LOOP DETECTORS TO PROVIDE RELAY CONTACT CLOSURES UPON LOOP ACTIVATION.
4. ONE (1) MEASUREMENT SPECIALTIES SENSOR LINE FIBER OPTIC TRAFFIC SENSOR AND ONE (1) SL WA-110 OPTICAL TRANSMITTANCE ANALYZER TO CONVERT THE OPTICAL SIGNAL TO A DIGITAL OUTPUT.
5. THE CONTRACTOR SHALL PROVIDE A NEMA 4X STAINLESS STEEL ENCLOSURE FOR THE FIBER OPTICAL TREADLE SIGNAL CONVERTER THAT CONTAINS ALL NECESSARY POWER SUPPLIES, INTERPOSING RELAYS, ETC. REQUIRED TO PROVIDE A FORM 'C' RELAY CONTACT CLOSURE UPON EACH AXLE HIT.
6. ALL ELECTRICAL PANELS INSTALLED IN THE TOLL BOOTHS SHALL BE INSTALLED AT A MINIMUM OF 60 INCHES A.F.F.
7. THE CONTRACTOR SHALL REWORK THE ELECTRICAL NORMAL POWER, EMERGENCY POWER, AND DATA DUCT BANKS ARE REQUIRED FOR CONDUIT ENTRY IN TO THE NEW TOLL BOOTHS.
8. THE CONTRACTOR SHALL PROVIDE A STAINLESS STEEL MOUNTING POLE FOR THE MOUNTING OF THE USER FARE DISPLAY AND THE LANE TRAFFIC LIGHT.
9. EXACT PLACEMENT OF THE RF ANTENNA SHALL BE DETERMINED BY THE RF MANUFACTURER'S FIELD REPRESENTATIVE. THE PROPOSED CONFIGURATION SHALL BE TESTED AS CLOSELY AS POSSIBLE WITH A TEST RF READER AND ANTENNA TO DETERMINE THE OPTIMAL CONFIGURATION. THE CONTRACTOR SHALL RECORD ALL TEST RESULTS AND PROVIDE THE TEST RESULTS TO THE ENGINEER PRIOR TO INSTALLATION OF THE RF EQUIPMENT.
10. THE CONTRACTOR SHALL PROVIDE A STAINLESS STEEL MOUNTING POLE FOR THE RF ANTENNAS AS REQUIRED FOR MOUNTING. THE MOUNTING POLE HEIGHT SHALL BE DETERMINED BY FIELD TESTING OF THE RF ANTENNA WITH A TEMPORARY POLE IN EACH LANE.

KEY NOTES:

(A) SPARE DUCT PULL BOX

(B) NOT USED

(C) DATA PULL BOX. CONTRACTOR MAY BE REQUIRED TO MOVE OR RAISE ELEVATION OF THE PULL BOX TO ACCOMODATE FOR THE NEW RAMP ELEVATION.

(D) USER FARE DISPLAY. THE CONTRACTOR MAY REUSE THE EXISTING MOUNTING POLE BUT SHALL RE-ANCHOR THE POLE. THE FARE DISPLAY SHALL RECEIVE THE SERIAL MESSAGE SIGNAL FROM THE PLC ENCLOSURE IN THE ASSOCIATED LANE. THE FARE DISPLAY SHALL BE AN ADAPTIVE DISPLAY 2500 SERIES WITH WEATHER AND CORROSION RESISTANT ENCLOSURE.SIGN DIMENSIONS TO MATCH EXISTING.

(E) EMERGENCY DISCONNECT PUSHBUTTON. PUSHBUTTON SHALL SHUNT TRIP THE MAIN BREAKER IN THE LANE 4 SECOND FLOOR EQUIPMENT MEZZANINE UPON ACTIVATION. PUSHBUTTON TO BE MOUNTED A MINIMUM OF 60" ABOVE EXISTING GRADE.

(F) TELEPHONE BACKBOARD TO BE RELOCATED TO THE CONTROL ROOM IN LANE 1. THE PANEL SHALL BE MOUNTED A MINIMUM OF 60" AFF.

(G) LANE 1 CONTROL ROOM.

(H) PROPOSED RF ANTENNA LOCATION.

(I) RF READER (SIRIT FLEX IDENTITY READER). THE RF READERS SHALL BE CONNECTED TO RF ANTENNAS MOUNTED IN EACH OF THE LANES. THE ANTENNA MOUNTING LOCATION SHALL BE DETERMINED BY A SIRIT AUTHORIZED CONTRACTOR PERFORMING THE INSTALLATION. THE FINAL LOCATION SHALL PROVIDE THE OPTIMAL READ ZONE FOR THE INSTALLATION, BUT SHALL NOT INTERFERE WITH TRAFFIC THROUGH THE LANE.

(J) EXISTING OVERHEAD TRI-FOLD DISPLAY. THE TRI-FOLD SIGN SHALL BE POWERED FROM PANEL 'W' AND THE CONTROL SWITCHES SHALL BE MOUNTED IN LANE 1. THE CONTRACTOR SHALL REPLACE TO MATCH EXISTING SIGN.

(K) HIGH SPEED TOLL GATE. EACH HIGH SPEED TOLL GATE SHALL BE INSTALLED DURING THE ASSOCIATED CONSTRUCTION PHASE FOR EACH TOLL LANE. THE GATE SHALL RECEIVE THE GATE OPEN SIGNAL FROM THE PLC ENCLOSURE FOR THE ASSOCIATED LANE. THE CONTRACTOR SHALL INSTALL A VEHICLE DETECTION LOOP IN THE LANE WHICH CONNECTS TO THE GATE TO ALLOW THE GATE TO CLOSE WHEN THE VEHICLE PASSES THROUGH THE LANE. THE CONTRACTOR SHALL INSTALL NEW MAGNETIC HIGH SPEED TOLL GATES TO MATCH THE EXISTING GATES.

(L) NOT USED.

(M) TRAFFIC CONTROL LIGHTS. THE TRAFFIC CONTROL LIGHTS SHALL RECEIVE THE CONTROL SIGNALS (120V) FROM THE PLC ENCLOSURE FOR THE ASSOCIATED LANE.

(N) PLC LANE CONTROL PANEL. THE CONTRACTOR SHALL MOUNT THE PLC CONTROL ENCLOSURE ON THE ROOF OF THE TOLLBOOTH. THE CONTRACTOR SHALL MOUNT THE PANELS TO SUSTAIN 150MPH WINDLOADS. THE CONTRACTOR SHALL SUBMIT THE MOUNTING DETAIL TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. THE CONTRACTOR SHALL SUPPLY A NEMA 4X STAINLESS STEEL DISCONNECT SWITCH ON THE ROOF AS A DISCONNECTING MEANS FOR THE PLC PANEL.

(O) PLC LANE CONTROL PANEL. THE CONTRACTOR SHALL MOUNT THE PLC CONTROL ENCLOSURE SUCH THAT THE BOTTOM OF THE ENCLOSURE IS AT LEAST 36" A.F.F.

(P) OVERHEAD TRAFFIC SIGNAL. THE CONTROL SIGNALS SHALL BE PICKED UP FROM THE PLC CONTROL ENCLOSURE FROM THE RESPECTIVE LANE FOR EACH OVERHEAD TRAFFIC SIGNAL.

(Q) NEW OVERHEAD TRAFFIC SIGNAL. THE CONTRACTOR SHALL REPLACE THE SIGNAL TO MATCH THE EXISTING SIGNALS. THE CONTROL SIGNALS SHALL BE PICKED UP FROM THE PLC CONTROL ENCLOSURE FROM THE RESPECTIVE LANE.

(R) DUPLEX PUMP STATION CONTROL PANEL TO BE REPLACED. PANEL TO MATCH EXISTING. THE CONTRACTOR SHALL MOUNT NEW PANEL AT ELEVATION 13' AND PROVIDE PRE-ENGINEERED & PRE-MANUFACTURED ALUMINUM PLATFORM WITH STEPS AND HAND RAILS. THE PLATFORM SHALL PROVIDE A MINIMUM OF 3' WORKING CLEARANCE FOR ACCESS TO CONTROL PANEL AND GENERATOR RECEPTACLES.

(S) GENERATOR RECEPTACLES. SHALL BE MOUNTED AT ELEVATION 13' ADJACENT TO DUPLEX PUMP STATION CONTROL PANEL.

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: PROPOSED ELECTRICAL EQUIPMENT INSTALLATION

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: MDE
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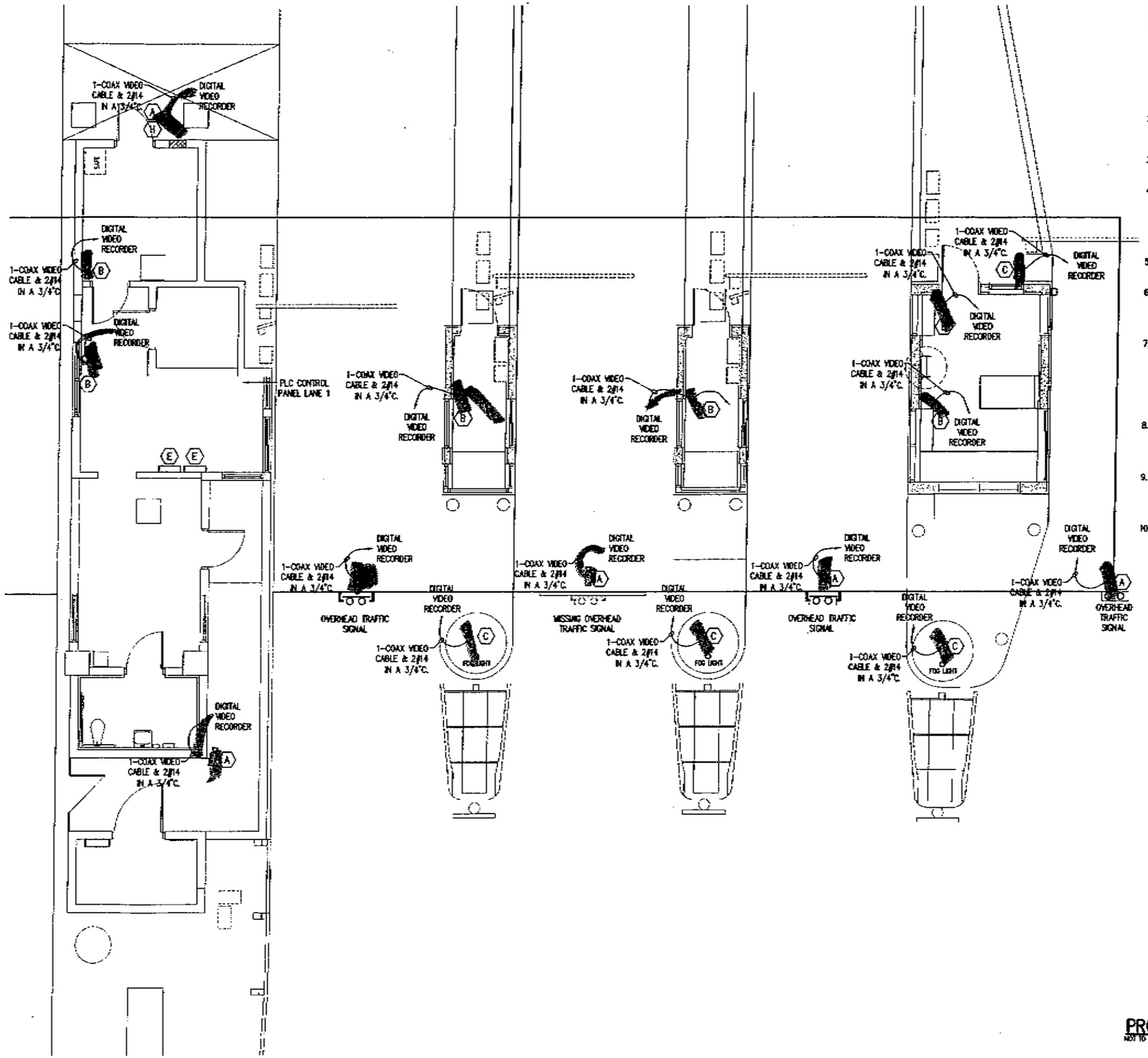
Approved By:

Dwg. No: E-111



PROPOSED VIDEO EQUIPMENT INSTALLATION PLAN
NOT TO SCALE

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY APPURTENANCES REQUIRED TO PROVIDE A FULLY FUNCTIONAL VIDEO SYSTEM AS SHOWN IN THE PROJECT PLANS AND SPECIFICATIONS. THIS SHALL INCLUDE BUT NOT BE LIMITED TO CAMERAS, ENCLOSURES, CABLE, CAMERA MOUNTS, MOUNTING HARDWARE, ETC.
2. ALL EXTERIOR CAMERAS SHALL BE HOUSED IN RAIN AND DUSTPROOF NEMA 4 ALUMINUM ENCLOSURES.
3. ALL MOUNTING HARDWARE SHALL BE ALUMINUM OR STAINLESS STEEL.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING AND SIZING THE CAMERA POWER SUPPLY. THE CAMERA POWER SUPPLY SHALL BE EQUIPPED WITH A BATTERY BACKUP CAPABLE OF OPERATING THE CAMERAS FOR 1 HOUR UNDER LOSS OF POWER CONDITIONS.
5. THE DIGITAL VIDEO SERVERS SHALL BE TIME SYNCED WITH TOLL FACILITY LAN.
6. THE CONTRACTOR SHALL COORDINATE WITH THE SUPPLIER OF THE SERVER RACKS AND SUPPLY ALL NECESSARY HARDWARE FOR THE RACK MOUNTING OF THE VIDEO SERVERS.
7. THE CONTRACTOR SHALL RUN ALL CAMERA POWER AND VIDEO CABLES FROM THE LANE 4 2nd FLOOR CONTROL MEZZANINE TO EACH CAMERA IN ALUMINUM METALLIC CONDUIT AND SMALLCHANGE OVER AND CONNECT TO CAMERA HOUSING WITH LIQUID TIGHT FLEXIBLE NON-METALLIC CONDUIT.
8. THE CONTRACTOR SHALL SUPPLY (2) TWO DIGITAL VIDEO RECORDERS. ONE DEDICATED FOR CAPTURING LICENSE PLATE IMAGES AND ONE TO CAPTURE STAFF OPERATIONS.
9. THE DIGITAL VIDEO RECORDERS SHALL EACH BE SIZED TO HOLD A MINIMUM OF 3 MONTHS OF VIDEO WITH EACH CONNECTED CAMERA CAPTURING 6 FPS.
10. THE CONTRACTOR SHALL PROVIDE A TWO YEAR WARRANTY ON THE SECURITY VIDEO SYSTEM SHALL BE RESPONSIBLE FOR ANY ADJUSTMENTS TO THE CAMERAS OR EQUIPMENT IN THE TWO YEAR WARRANTY PERIOD.

KEY NOTES:

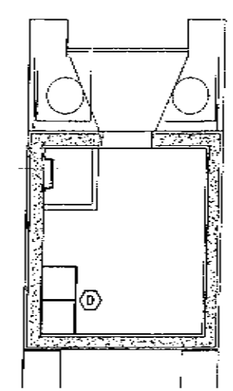
(A) HIGH RESOLUTION DAY/NIGHT CBW VIDEO CAMERA. SHALL BE PELCO-CAMERA PAK 1/3 IN. HI RES CCD CBW 5-50mm AI WITH AUTOIRIS OR ENGINEER APPROVED EQUAL. THE CAMERA SHALL BE HOUSED IN AN ALUMINUM POWDER COATED NEMA 4 RAIN AND DUST PROOF ENCLOSURE.

(B) HIGH RESOLUTION DAY/NIGHT CBW VIDEO CAMERA. SHALL BE PELCO-CAMERA PAK 1/3 IN. HI RES CCD CBW 5-50mm AI WITH AUTOIRIS OR ENGINEER APPROVED EQUAL. THE CAMERA SHALL BE HOUSED IN AN ALUMINUM INDOOR/OUTDOOR ENCLOSURE.

(C) HIGH RESOLUTION BLACK AND WHITE VIDEO CAMERA. SHALL BE PELCO-CAMERA PAK 1/3 IN. HI RES DSS B-W 3-8mm AI OR ENGINEER APPROVED EQUAL. THE CAMERA SHALL BE HOUSED IN AN ALUMINUM POWDER COATED NEMA 4 RAIN AND DUST PROOF ENCLOSURE.

(D) DIGITAL VIDEO RECORDER. PELCO DX8098 16 CHANNEL DUA NTS/PAL WITH CD-RW OR ENGINEER APPROVED EQUAL. THE DIGITAL VIDEO RECORDER SHALL BE SUITABLE FOR RACK MOUNTING APPLICATIONS. THE DIGITAL VIDEO RECORDER SHALL BE EQUIPPED WITH 18 CHANNEL MUX ANALOG OUT FOR REMOTE AUX DISPLAY.

(E) 20" FLAT SCREEN MONITOR WITH ANALOG INPUT WITH FLAT SCREEN WALL MOUNT BRACKET.



PROPOSED LANE 4 2nd FLOOR CONTROL MEZZANINE
NOT TO SCALE

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BASKERVILLE-DONOVAN, INC.

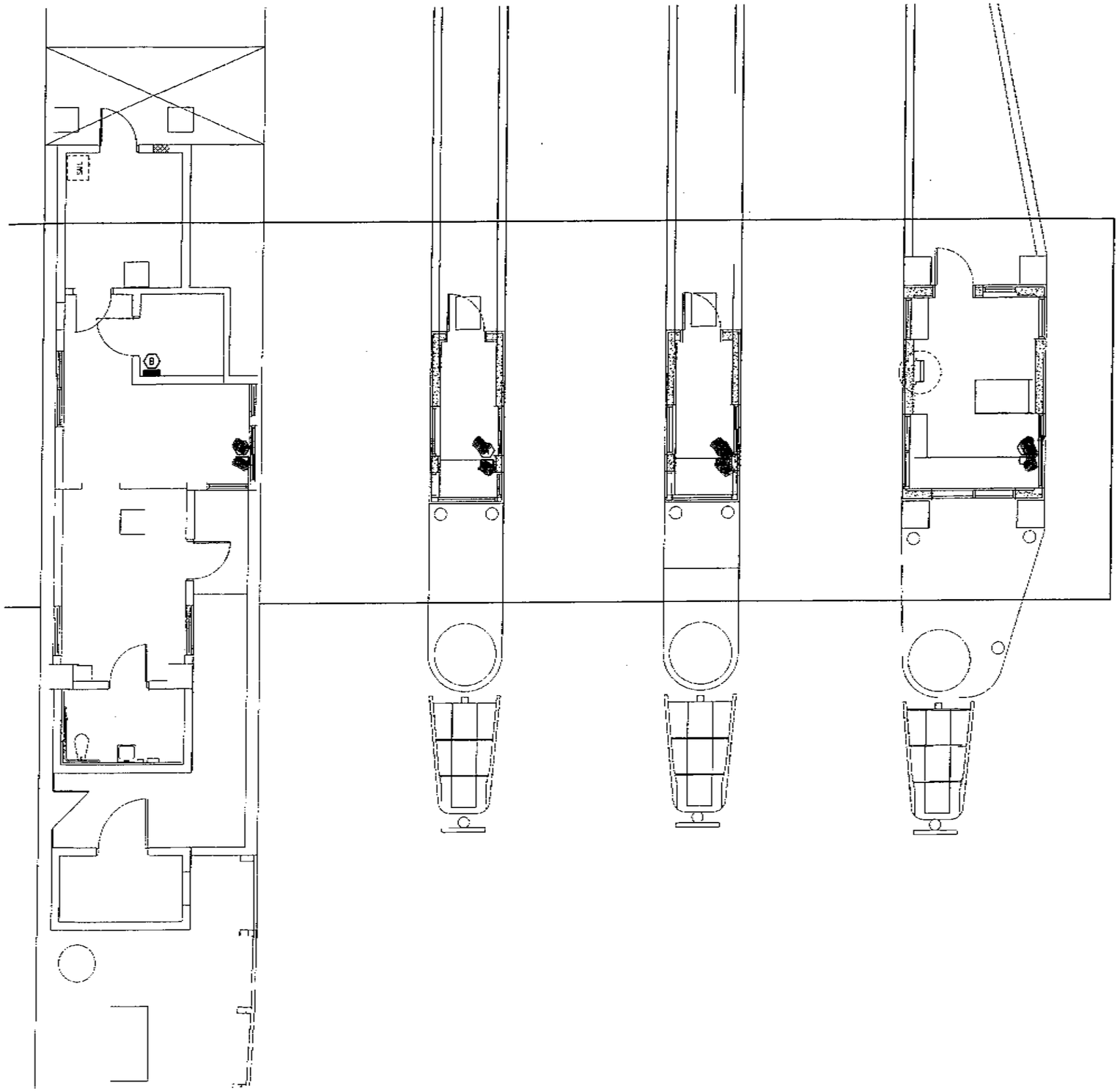
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: PROPOSED VIDEO EQUIPMENT INSTALLATION

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: KDE
Checked By: GPR
Approved By:

Dwg. No: E-112



GENERAL NOTES:

1. THE EXISTING SECURITY CONTROL PANEL IS TO BE REPLACED WITH A NEW CONTROL PANEL TO MATCH EXISTING.
2. THE NEW CONTROL PANEL SHALL BE REFED FROM PANEL 'LI'.
3. THE NEW SECURITY ALARM SYSTEM SHALL BE CONNECTED TO THE PHONE SYSTEM AND SHALL ALARM THE SHERIFF'S DEPARTMENT UPON ACTIVATION OF A PANIC BUTTON.
4. THE NEW SECURITY ALARM PANEL SHALL BE EQUIPPED WITH AN INTERNAL BATTERY BACKUP SUCH THAT THE ALARM SYSTEM CAN OPERATE UNDER BRIEF INSTANCES OF POWER LOSS.

KEY NOTES:

(A) PANIC BUTTON. TO BE INSTALLED UNDER THE OPERATORS WORKSTATION TABLE.

(B) EXISTING SECURITY CONTROL PANEL.

PROPOSED SECURITY SYSTEM INSTALLATION PLAN

NOT TO SCALE

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: PROPOSED SECURITY SYSTEM INSTALLATION

Scale: AS NOTED
Date: OCTOBER 13, 2005
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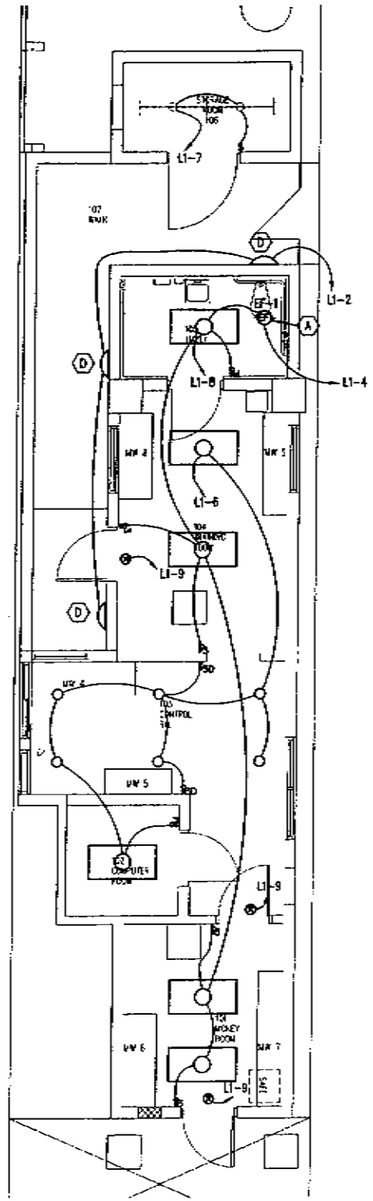
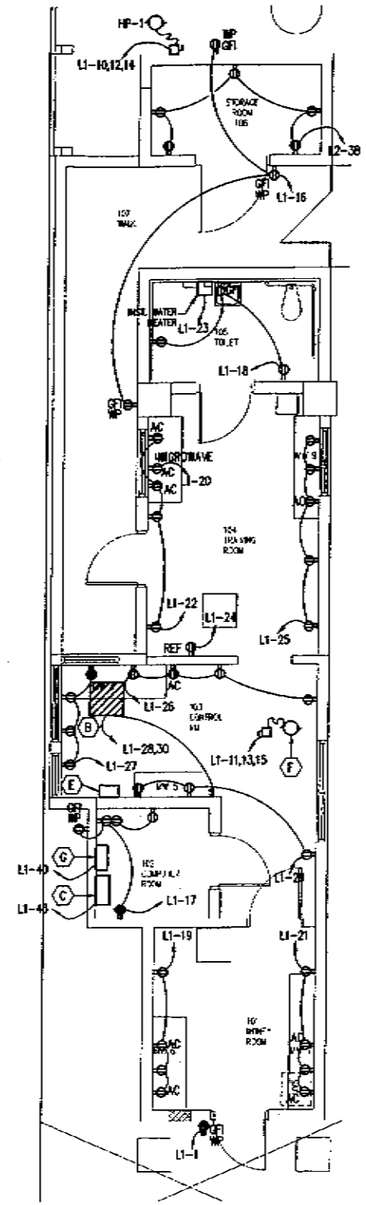
Approved By:

Dwg. No: E-113



LIGHTING PLAN – LANE 1

SCALE: 1/4"=1'-0"



POWER PLAN – LANE 1

SCALE: 1/4"=1'-0"

LIGHT FIXTURE SCHEDULE

SYMBOL	MFR.	CAT. No	VOLTS	LAMPS	DESCRIPTION	NOTES
	METALUX	2GGC8-432-A19/156-120-EB-ELGI	120	T8-32W	2' X 4' FLOURESCENT	SUITABLE FOR CEILING GRID INSTALLATION
	SURE-LITES	R1-OLED	120	LED	EXIT LIGHT	
	HALO	H7T	120	75W	RECESSED CAN	PROVIDED WITH SPECULAR REFLECTOR CONE
	FAIL SAFE	HPEC-35N-120V-BLX	120	35W-HPS	WALL PACK	

GENERAL NOTES:

1. ALL EXTERIOR DISCONNECT SWITCHES SHALL BE NEMA 4X STAINLESS STEEL.

KEY NOTES:

(A) INTERLOCK BATHROOM FAN WITH LIGHT SWITCH.

(B) RADIANT HEATER (RH-7) HEATER SHALL BE OPERATED MANUALLY BY A WALL MOUNTED SWITCH.

(C) PLC LANE CONTROL ENCLOSURE. THE CONTRACTOR SHALL MOUNT THE CONTROL PANEL A MINIMUM OF 60" A.F.F.

(D) LIGHTS SHALL BE CONNECTED TO THE LIGHTING CONTACTOR TO OPERATE THE LIGHTS BASED ON PHOTOCELL CONTROL.

(E) REMOTE I/O TOLL COLLECTION CONTROLS AS SHOWN ON SHEET E-602.

(F) AHU AND DISCONNECT SWITCH ABOVE CEILING.

(G) RF READER. THE CONTRACTOR SHALL MOUNT THE CONTROL PANEL A MINIMUM OF 60" AFF.

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BASKERVILL-DONOVAN, INC.

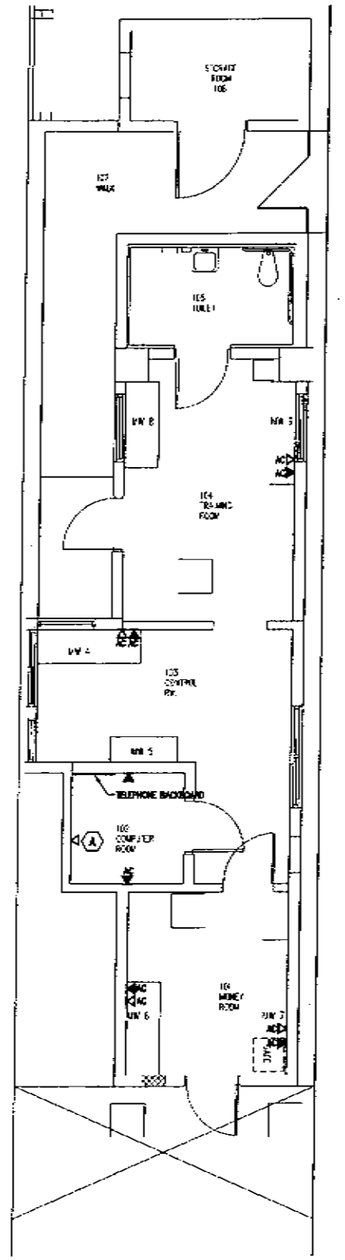
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

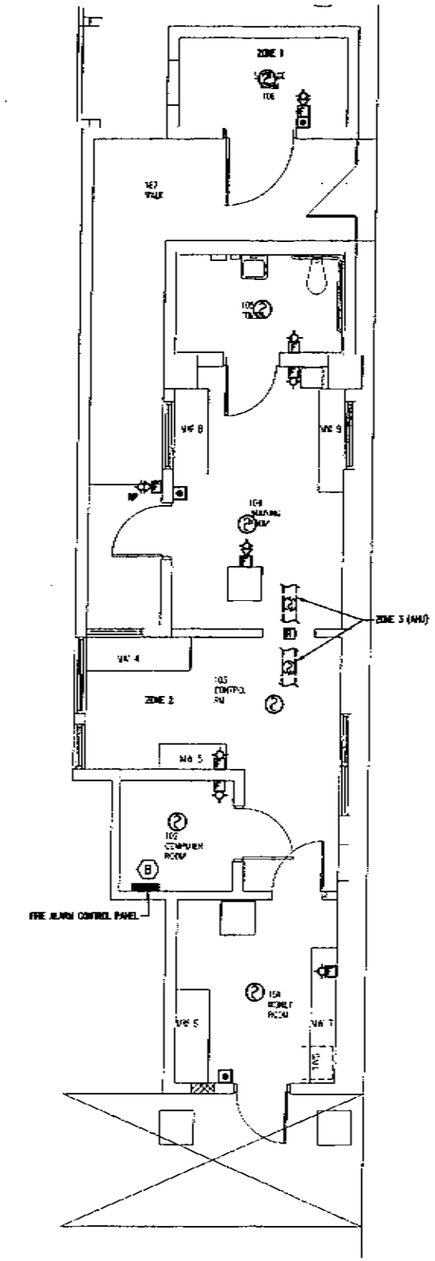
Title:
LANE 1
LIGHTING/POWER PLANS

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: HDE
Checked By: GPR
Approved By:

Dwg. No:
E-200



TELCOM/DATA PLAN – LANE 1
SCALE: 1/4"=1'-0"



FIRE ALARM PLAN – LANE 1
SCALE: 1/4"=1'-0"

GENERAL NOTES:

1. THE CONTRACTOR SHALL INSPECT AND TEST THE EXISTING FIRE ALARM SYSTEM AND SHALL REPLACE ANY EQUIPMENT OR DEVICE NECESSARY TO PROVIDE A FULLY OPERATIONAL AND COMPLIANT FIRE ALARM SYSTEM.
2. THE CONTRACTOR SHALL SUPPLY 8 NEW TELEPHONES TO REPLACE THE PHONES STILL IN OPERATION. THE NEW PHONES SHALL BE OF THE SAME STYLE AS THE EXISTING PHONES.
3. THE CONTRACTOR SHALL PULL NEW TELEPHONE CABLE FROM THE TELEPHONE BACKBOARD TO EACH OUTLET AS SHOWN ON THE PLANS. THE NEW TELEPHONE CABLE SHALL BE SUITABLE FOR DIRECT BURIAL.
4. THE CONTRACTOR SHALL ENSURE THE FIRE ALARM SYSTEM MEETS ALL LOCAL AND STATE REGULATIONS FOR BUILDING FIRE ALARM SYSTEMS.
5. ALL TELEPHONE AND DATA OUTLETS SHALL BE MOUNTED 80" AFF.

KEY NOTES:

(A) NETWORK DATA DROP TO BE PROVIDED TO PLC CONTROL ENCLOSURE.

(B) FIRE ALARM CONTROL PANEL TO BE MOUNTED A MINIMUM OF 80" AFF.

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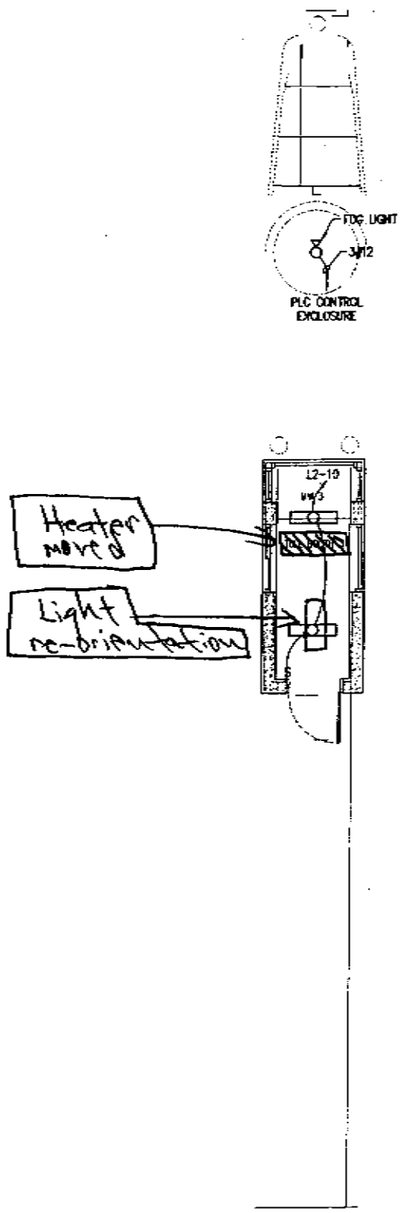
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title:
LANE 1
TELCOM/FIRE ALARM PLANS

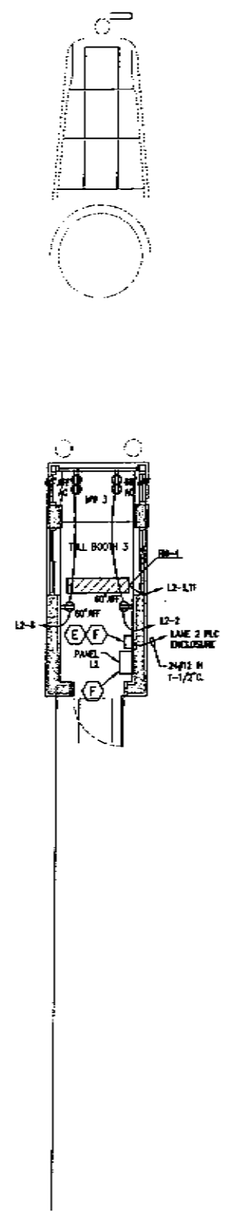
Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: HDE
Checked By: GPR
Approved By:

Dwg. No:
E-201



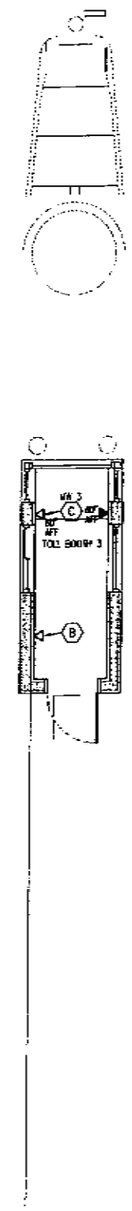
LIGHTING PLAN – LANE 2

SCALE: 1/4"=1'-0"



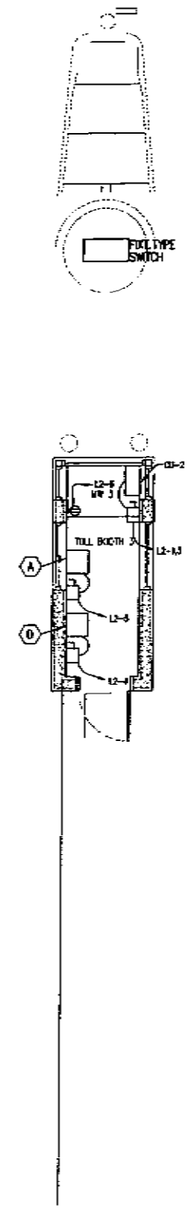
POWER PLAN – LANE 2

SCALE: 1/4"=1'-0"



TELCOM/DATA PLAN – LANE 2

SCALE: 1/4"=1'-0"



ROOF POWER/EQUIPMENT PLAN– LANE 2

SCALE: 1/4"=1'-0"

LIGHT FIXTURE SCHEDULE

SYMBOL	MFR.	CAT. No	VOLTS	LAMPS	DESCRIPTION	NOTES
	METALUX	2GGC8-432-A19/156-120-EB-ELG1	120	2@-32W	1' X 4' FLOURESCENT	PROVIDE FIXTURE WITH GASKETED DOOR AND LEN

GENERAL NOTES:

1. ALL INTERIOR CONDUIT SHALL BE SURFACE MOUNT ALUMINUM PAINTED TO MATCH THE INTERIOR COLOR OF THE BOOTH.
2. ALL EXTERIOR PANELS AND JUNCTION BOXES SHALL BE STAINLESS STEEL UNLESS OTHERWISE NOTED.
3. THE INTERIOR BOOTH LIGHTS SHALL BE PROVIDED WITH GASKETED LENS AND DOORS.
4. TELEPHONE OUTLETS SHALL BE INSTALLED 60" ABOVE THE FINISHED FLOOR. THE CONTRACTOR SHALL INSTALL A NEW TELEPHONE TO MATCH THE EXISTING PHONES WITH THE NECESSARY HARDWARE FOR WALL MOUNTING.
5. THE CONTRACTOR SHALL MOUNT THE PLC CONTROL ENCLOSURE AND THE FIBER OPTIC TREADLE SIGNAL CONVERTER ON THE ROOF SUITABLE FOR 150 MPH WIND LOAD RATING.
6. ALL EXTERIOR MOUNTING HARDWARE SHALL BE STAINLESS STEEL.
7. ALL EXTERIOR CONDUIT SHALL BE RIGID ALUMINUM UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL CONNECT CU-2 TO THE DISCONNECT SWITCH WITH LIQUID TIGHT FLEXIBLE NON-METALLIC CONDUIT.
9. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE MECHANICAL CONTRACTOR FOR EQUIPMENT CLEARANCES PRIOR TO INSTALLATION.

KEY NOTES:

(A) PLC CONTROL ENCLOSURE. THE CONTRACTOR SHALL MOUNT THE ENCLOSURE ON THE ROOF OF THE TOLL BOOTH WHICH SHALL WITHSTAND 150 MPH WIND LOAD RATING. THE CONTRACTOR SHALL SUBMIT MOUNTING DESIGN TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. PLC ENCLOSURE SHALL BE LIMITED TO A MAXIMUM HEIGHT OF 24" SO THAT THE ENCLOSURE DOES NOT EXTEND OVER THE PARAPET WALL.

(B) NETWORK DROP TO BE PROVIDED ON ROOF TOP FOR PLC ENCLOSURE. THE CONTRACTOR SHALL PROVIDE A DEDICATED 1" CONDUIT TO THE PLC CONTROL ENCLOSURE FOR THE NETWORK CONNECTION.

(C) NETWORK DROP TO BE PROVIDED FROM A DEDICATED 1" CONDUIT FROM THE PLC CONTROL ENCLOSURE (ETHERNET SWITCH) TO THE DATA OUTLET INSIDE THE BOOTH. DATA OUTLET TO BE MOUNTED 60" AFF.

(D) RF READER IN 4X ENCLOSURE. THE CONTRACTOR TO PROVIDE A NEMA 4X SS DISCONNECT FROM THE RF READER.

(E) REMOTE I/O COLLECTION CONTROLS AS SHOWN ON SHEET E-602.

(F) PANEL MOUNTED AT A MINIMUM OF 60" AFF.

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BASKERVILL-DONOVAN, INC.

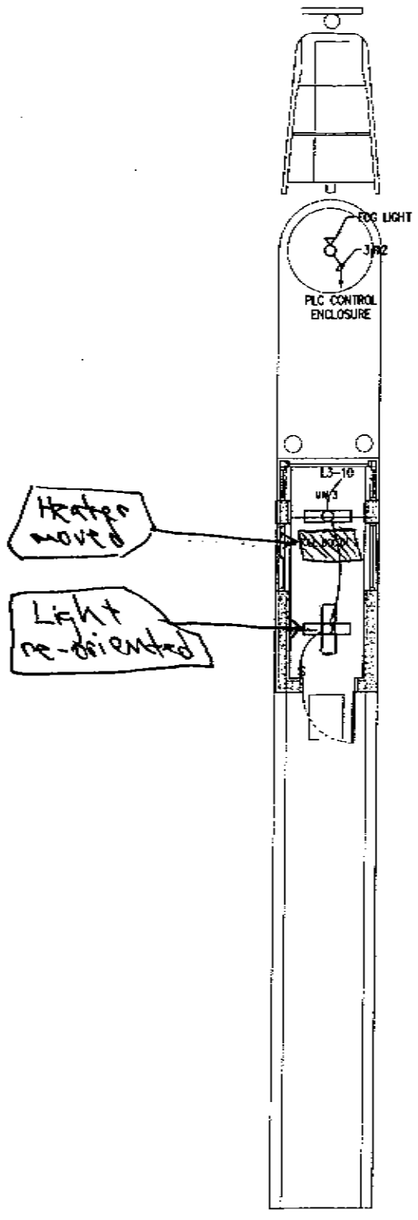
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

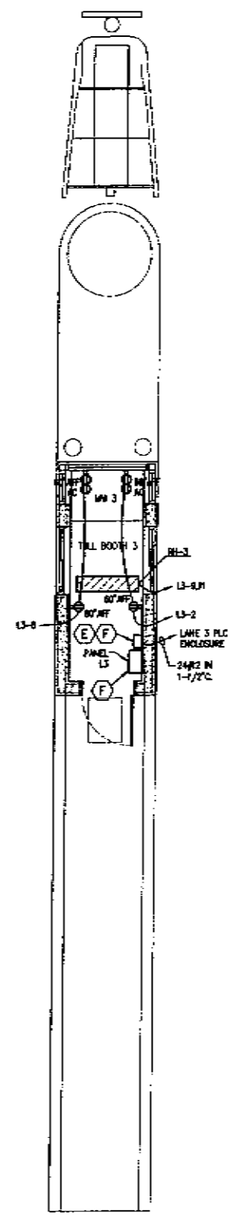
Title: LANE 2 ELECTRICAL PLANS

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: MDE
Checked By: GPR
Approved By:

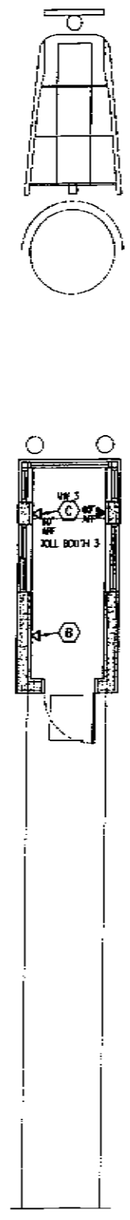
Dwg. No: E-300



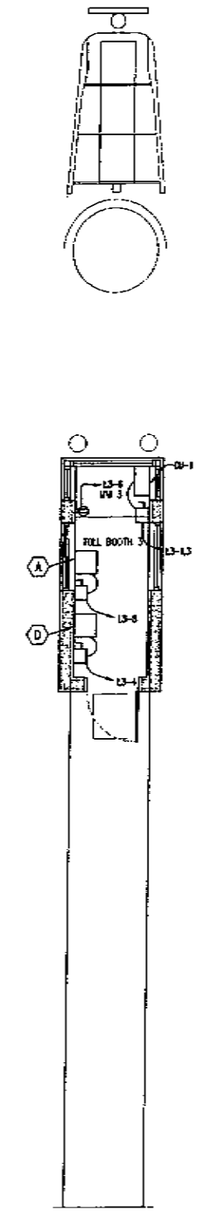
LIGHTING PLAN – LANE 3
SCALE: 1/4"=1'-0"



POWER PLAN – LANE 3
SCALE: 1/4"=1'-0"



TELCOM/DATA PLAN – LANE 3
SCALE: 1/4"=1'-0"



ROOF POWER PLAN – LANE 3
SCALE: 1/4"=1'-0"

LIGHT FIXTURE SCHEDULE

SYMBOL	MFR.	CAT. No	VOLTS	LAMPS	DESCRIPTION	NOTES
	METALUX	2GCC8-432-A19/156-120-EB-ELGI	120	T8-32W	1' X 4' FLOURESCENT	PROVIDE FIXTURE WITH GASKETED DOOR AND LEN

GENERAL NOTES:

1. ALL INTERIOR CONDUIT SHALL BE SURFACE MOUNT ALUMINUM PAINTED TO MATCH THE INTERIOR COLOR OF THE BOOTH.
2. ALL EXTERIOR PANELS AND JUNCTION BOXES SHALL BE STAINLESS STEEL UNLESS OTHERWISE NOTED.
3. THE INTERIOR BOOTH LIGHTS SHALL BE PROVIDED WITH GASKETED DOOR AND LENS.
4. TELEPHONE OUTLETS SHALL BE INSTALLED 60" ABOVE THE FINISHED FLOOR. THE CONTRACTOR SHALL INSTALL A NEW TELEPHONE TO MATCH THE EXISTING PHONES WITH THE NECESSARY HARDWARE FOR WALL MOUNTING.
5. THE CONTRACTOR SHALL MOUNT THE PLC CONTROL ENCLOSURE AND THE FIBER OPTIC TREADLE SIGNAL CONVERTER ON THE ROOF SUITABLE FOR 150 MPH WIND LOAD RATING.
6. ALL EXTERIOR MOUNTING HARDWARE SHALL BE NEMA 4X STAINLESS STEEL.
7. ALL EXTERIOR CONDUIT SHALL BE RIGID ALUMINUM UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL CONNECT CU-2 TO THE DISCONNECT SWITCH WITH LIQUID TIGHT FLEXIBLE NON-METALLIC CONDUIT.
9. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE MECHANICAL CONTRACTOR FOR EQUIPMENT CLEARANCES PRIOR TO INSTALLATION.

KEY NOTES:

(A) PLC CONTROL ENCLOSURE. THE CONTRACTOR SHALL MOUNT THE ENCLOSURE ON THE ROOF OF THE TOLL BOOTH WHICH SHALL WITHSTAND 150 MPH WIND LOAD RATING. THE CONTRACTOR SHALL SUBMIT MOUNTING DESIGN TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. PLC ENCLOSURE SHALL BE LIMITED TO A MAXIMUM HEIGHT OF 24" SO THAT THE ENCLOSURE DOES NOT EXTEND OVER THE PARAPIT WALL.

(B) NETWORK DROP TO BE PROVIDED ON ROOF TOP FOR PLC ENCLOSURE. THE CONTRACTOR SHALL PROVIDE A DEDICATED 1" CONDUIT TO THE PLC CONTROL ENCLOSURE FOR THE NETWORK CONNECTION.

(C) NETWORK DROP TO BE PROVIDED FROM A DEDICATED 1" CONDUIT FROM THE PLC CONTROL ENCLOSURE (ETHERNET SWITCH) TO THE DATA OUTLET INSIDE THE BOOTH. DATA OUTLET TO BE MOUNTED 60" AFF.

(D) RF READER IN 4X ENCLOSURE. THE CONTRACTOR TO PROVIDE A NEMA 4X SS DISCONNECT FROM THE RF READER.

(E) REMOTE I/O COLLECTION CONTROLS AS SHOWN ON SHEET E-602.

(F) PANEL MOUNTED AT A MINIMUM OF 60" AFF.

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BASKERVILLE-DONOVAN, INC.

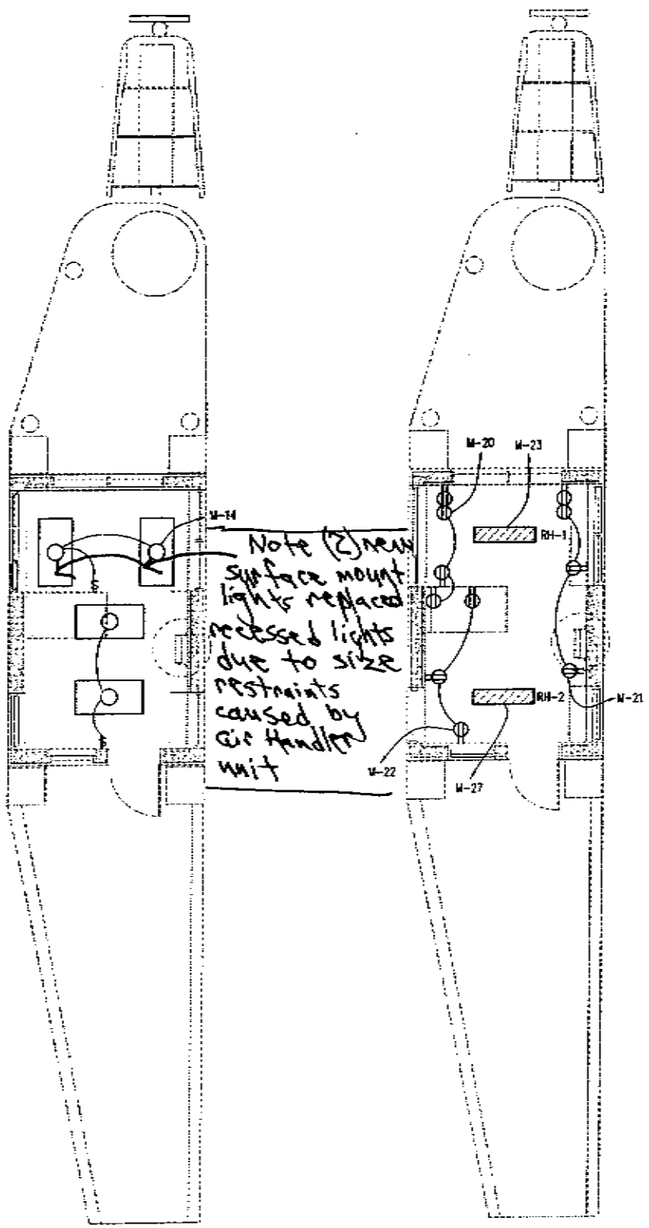
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

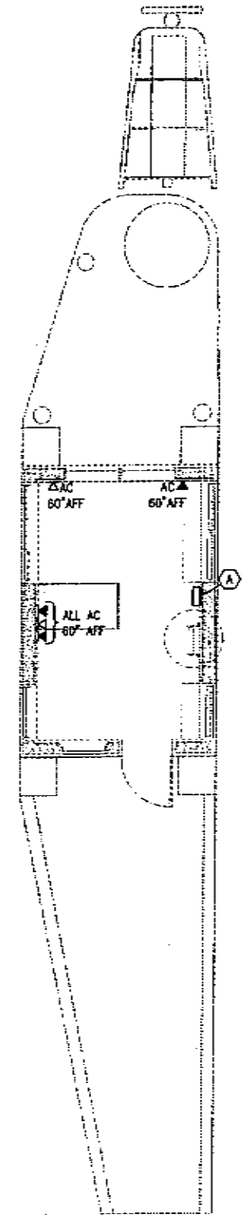
Title: LANE 3 ELECTRICAL PLANS

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: HDE
Checked By: GPR
Approved By:

Dwg. No: E-400

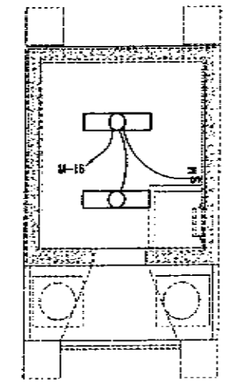


LIGHTING PLAN – LANE 4
SCALE: 1/4"=1'-0"

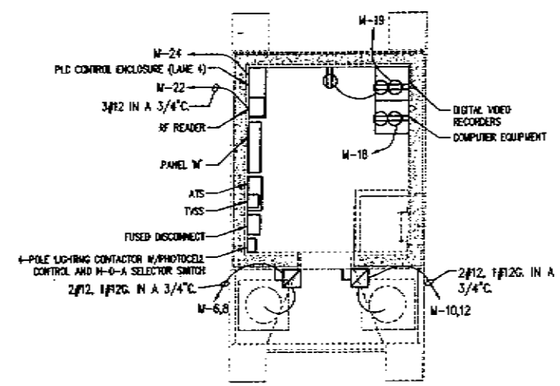


POWER PLAN – LANE 4
SCALE: 1/4"=1'-0"

TELCOM PLAN – LANE 4
SCALE: 1/4"=1'-0"



2ND FLOOR LIGHTING PLAN – LANE 4
SCALE: 1/4"=1'-0"



2ND FLOOR POWER PLAN – LANE 4
SCALE: 1/4"=1'-0"

LIGHT FIXTURE SCHEDULE

SYMBOL	MFR.	CAT. No	VOLTS	LAMPS	DESCRIPTION	NOTES
○	METALUX	2FGC8-432-A19/156-120-EB-ELG1	120	T8-32W	2' X 4' FLOURESCENT	PROVIDE FIXTURE WITH GASKETED DOOR AND LEN
▭	METALUX	UT-232A-120V-EB81-EL4	120	T8-32W	1' X 4' FLOURESCENT	SURFACE MOUNTED TO CONCRETE DECK

GENERAL NOTES:

1. ALL INTERIOR CONDUIT SHALL BE SURFACE MOUNT ALUMINUM PAINTED TO MATCH THE INTERIOR COLOR OF THE BOOTH.
2. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE MECHANICAL/HVAC CONTRACTOR FOR EQUIPMENT LOCATIONS PRIOR TO ELECTRICAL EQUIPMENT INSTALLATION.
3. THE RADIANT HEATER SHALL BE CONTROLLER BY A WALL MOUNTED THERMOSTAT AND SWITCH.

KEY NOTES:

(A) REMOTE I/O ROLL COLLECTION PANEL AS SHOWN ON SHEET E-602. PANEL SHALL BE MOUNTED A MINIMUM OF 60" AFF.

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BASKERVILL-DONOVAN, INC.

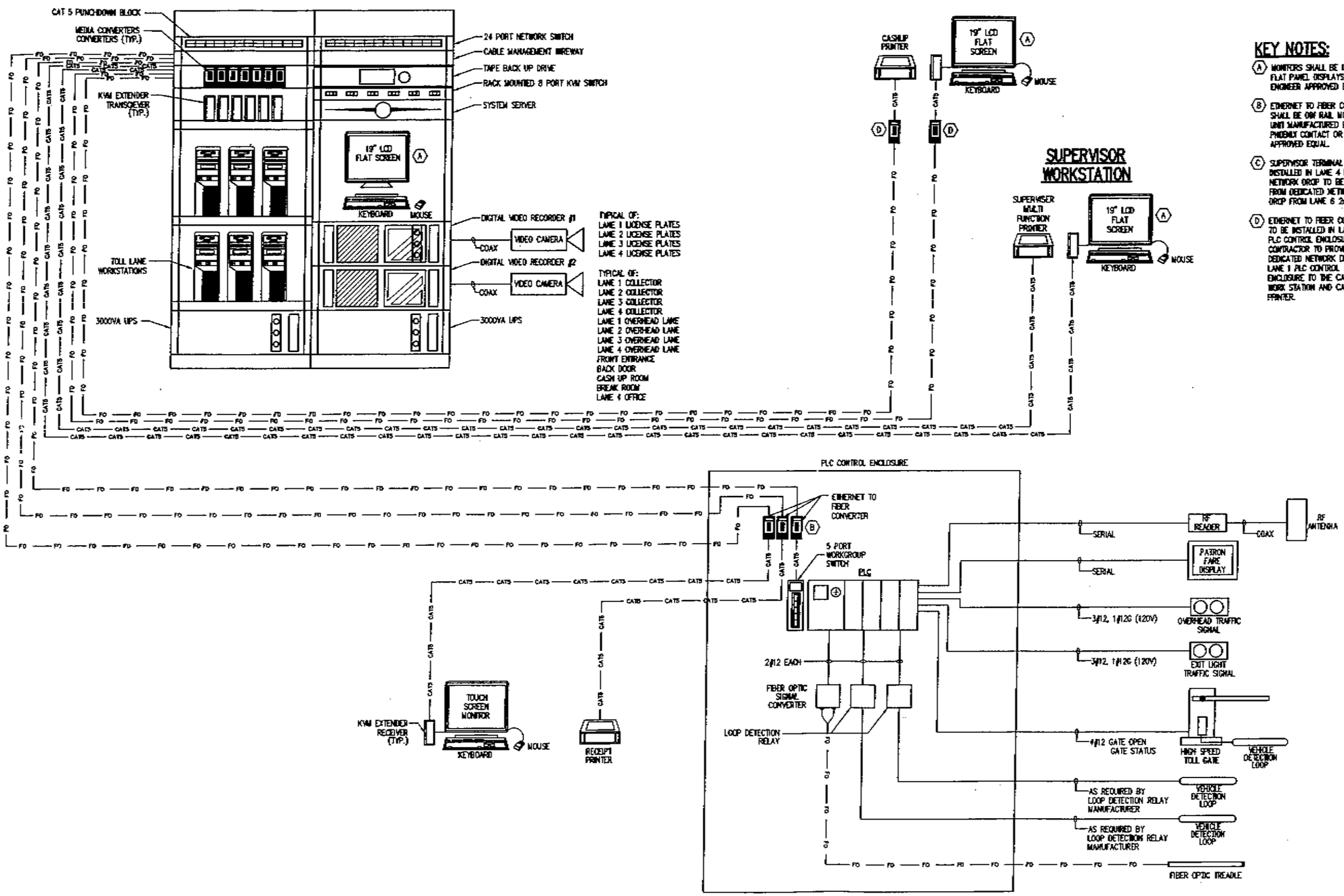
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title:
LANE 4
ELECTRICAL PLANS

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: HDE
Checked By: GPR
Approved By:

Dwg. No:
E-500



TYPICAL TOLL LANE SETUP (LANE 1, 2, 3, & 4)

GENERAL NOTES:

1. THE SYSTEM SERVER SHALL BE A DELL POWER EDGE.
2. SEE SHEET E001 FOR EQUIPMENT DESCRIPTION AND REQUIREMENTS.

KEY NOTES:

(A) MONITORS SHALL BE DELL 19" FLAT PANEL DISPLAYS OR ENGINEER APPROVED EQUAL.

(B) ETHERNET TO FIBER CONVERTER. SHALL BE DIN RAIL MOUNTABLE UNIT MANUFACTURED BY PHOENIX CONTACT OR ENGINEER APPROVED EQUAL.

(C) SUPERVISOR TERMINAL TO BE INSTALLED IN LANE 4 1st FLOOR. NETWORK DROP TO BE PROVIDED FROM DEDICATED NETWORK DROP FROM LANE 6 2nd FLOOR.

(D) ETHERNET TO FIBER CONVERTER TO BE INSTALLED IN LANE 1 PLC CONTROL ENCLOSURE. CONTRACTOR TO PROVIDE DEDICATED NETWORK DROP FROM LANE 1 PLC CONTROL ENCLOSURE TO THE CASH UP WORK STATION AND CASH UP PRINTER.

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: NETWORK OVERVIEW

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: HDE
Checked By: GPR
Approved By:

Dwg. No: E-600

TOLL SYSTEM EQUIPMENT SCHEDULE

ITEM NO	EQUIPMENT	DESCRIPTION
1	SYSTEM SERVER	DELL POWEREDGE 2850 SYSTEM OPTIONS: PROCESSORS – DUAL INTEL XEON 3.20GHz, 2MB CACHE PROCESSORS OPERATING SYSTEM – WINDOWS 2003 SERVER STANDARD EDITION WITH 5 CALS MEMORY – 4GB DDR2 400MHz POWER SUPPLY – REDUNDANT Y CORD AND STRAIGHT CORDS HARD DRIVE CONFIG – DRIVES ATTACHED TO EMBEDDED PERC4e RAID 5 HARD DRIVE BACKPLANE – 1X3 HARD DRIVE BACKPLANE RISER CARD – RISER WITH PCI-X SUPPORT PRIMARY CONTROLLER – EMBEDDED RAID PRIMARY HARD DRIVE – 73GB 10K RPM ULTR SCSI 2ND DRIVE – 73GB 10K RPM ULTR SCSI 3RD DRIVE – 73GB 10K RPM ULTRA SCSI 4TH DRIVE – 73GB 10K RPM ULTRA SCSI NETWORK ADAPTER – INTEL PRO 1000MF FIBER GIGABIT NETWORK ADAPTER FLOPPY DRIVE – 1.44 FLOPPY CD/DVD DRIVE – 24X IDE CDRW/DVD ROM KEYBOARD – STANDARD MOUSE – STANDARD MONITOR – 17" FLAT PANEL DOCUMENTATION – ELECTRONIC BACK-UP SOFTWARE – VERITAS BACKUP EXEC RELIEF FOR WINDOWS SERVER ACCESSORIES: 5 ADDITIONAL CALS FOR WINDOWS 2003 SERVER RACK CHASSIS WITH VERSA-RAILS WARRANTY SERVICE: 3YR GOLD SUPPORT
2	TOLL LANE WORKSTATION	DELL DIMENSION 370 WORKSTATION SYSTEM OPTIONS: PROCESSOR – INTEL PENTIUM 4 3.20GHz, INTEL EM64T, 2MB/800 OPERATING SYSTEM – MICROSOFT WINDOWS 2000 PROFESSIONAL, SP4 WITH MEDIA FILE SYSTEM – NTFS FILE SYSTEM MEMORY – 2GB, 533MHz, DDR2 SDRAM MEMORY KEYBOARD – PS2 KEYBOARD MOUSE – USB LOGITECH MX-500 HARD DRIVE CONFIGURATION – C1 ALL SATA DRIVES NON RAID BOOT HARD DRIVE – 250GB SATA, 7200 RPM WITH 8MB DATABURST CACHE WITHOUT RAID CD-ROM/DVD – 48/32X CD-RW/DVD COMBO FLOPPY DRIVE – 3.5 INCH FLOPPY DRIVE GRAPHICS CARD – 128MB PCIe x16 ATI FIRE V3100 ACCESSORIES: APC BATTERY BACK-UP ES 500 WARRANTY SERVICE: 3YR GOLD SUPPORT
3	SUPERVISOR WORKSTATION	DELL DIMENSION 370 WORKSTATION SYSTEM OPTIONS: PROCESSOR – INTEL PENTIUM 4 3.20GHz, INTEL EM64T, 2MB/800 OPERATING SYSTEM – MICROSOFT WINDOWS 2000 PROFESSIONAL, SP4 WITH MEDIA FILE SYSTEM – NTFS FILE SYSTEM MEMORY – 2GB, 533MHz, DDR2 SDRAM MEMORY KEYBOARD – PS2 KEYBOARD MOUSE – USB LOGITECH MX-500 HARD DRIVE CONFIGURATION – C1 ALL SATA DRIVES NON RAID BOOT HARD DRIVE – 250GB SATA, 7200 RPM WITH 8MB DATABURST CACHE WITHOUT RAID CD-ROM/DVD – 48/32X CD-RW/DVD COMBO FLOPPY DRIVE – 3.5 INCH FLOPPY DRIVE GRAPHICS CARD – 128MB PCIe x16 ATI FIRE V3100 MICROSOFT OFFICE PROFESSIONAL 2003 ADOBE ACROBAT 6.0 PROFESSIONAL 17" FLAT PANEL LCD MONITOR ACCESSORIES: APC BATTERY BACK-UP ES 500 WARRANTY SERVICE: 3YR GOLD SUPPORT
4	CASHUP WORKSTATION	DELL DIMENSION 370 WORKSTATION SYSTEM OPTIONS: PROCESSOR – INTEL PENTIUM 4 3.20GHz, INTEL EM64T, 2MB/800 OPERATING SYSTEM – MICROSOFT WINDOWS 2000 PROFESSIONAL, SP4 WITH MEDIA FILE SYSTEM – NTFS FILE SYSTEM MEMORY – 2GB, 533MHz, DDR2 SDRAM MEMORY KEYBOARD – PS2 KEYBOARD MOUSE – USB LOGITECH MX-500 HARD DRIVE CONFIGURATION – C1 ALL SATA DRIVES NON RAID BOOT HARD DRIVE – 250GB SATA, 7200 RPM WITH 8MB DATABURST CACHE WITHOUT RAID CD-ROM/DVD – 48/32X CD-RW/DVD COMBO FLOPPY DRIVE – 3.5 INCH FLOPPY DRIVE GRAPHICS CARD – 128MB PCIe x16 ATI FIRE V3100 MICROSOFT OFFICE PROFESSIONAL 2003 ADOBE ACROBAT 6.0 PROFESSIONAL 17" FLAT PANEL LCD MONITOR ACCESSORIES: APC BATTERY BACK-UP ES 500 WARRANTY SERVICE: 3YR GOLD SUPPORT
5	NETWORK SWITCH	DELL POWERCONNECT MANAGED 16X/100MB/10MB NETWORK SWITCH ACCESSORIES: FIBER OPTIC PATCH CABLE TO CONNECT TO SYSTEM SERVER OPTIONS: FIBER OPTIC NETWORK PORT
6	TAPE BACK-UP	QUANTUM SUPERLOADER 12BCL – DLT TAPE AUTOLOADER ACCESSORIES: QUANTUM DLT CLEANING CARTRIDGE 10 – SPARE QUANTUM DLT TAPE CARTRIDGES
7	RECEIPT PRINTER	EPSON TM88IV DESCRIPTION: THERMAL RECEIPT PRINTER WITH ETHERNET INTERFACE ACCESSORIES: ETHERNET PATCH CABLE 2 ROLLS SPARE THERMAL RECEIPT PAPER
8	CASH UP PRINTER	HP LASERJET 4250TN DESCRIPTION: B/W LASER PRINTER ACCESSORIES: SPARE HP BLACK TONER CARTRIDGE
9	SUPERVISOR PRINTER	HP LASERJET 3330 ALL-IN-ONE DESCRIPTION: MULTI-FUNCTION PRINTER/COPIER/FAX/SCANNER ACCESSORIES: SPARE HP BLACK TONER CARTRIDGE
10	KVM SWITCH	RARITAN DOMINION KX416 DESCRIPTION: KVM OVER IP SWITCH ACCESSORIES: FOUR (4) COMPUTER INTERFACE MODULES (FOR SERVER CONNECTION ONE (1) RACKMOUNT ACCESSORY KIT FOR STANDARD 19" RACK MOUNTING
11	VIDEO SYSTEM	PELCO DIGITAL VIDEO RECORDING SYSTEM (SEE SHEET E-102) DESCRIPTION: PELCO – DVR SURVEILLANCE SYSTEM ACCESSORIES: 2 - DEVICE – 20 INCH FLAT SCREEN MONITOR (CCTV) 2 - DEVICE – FLAT SCREEN WALL MOUNT KIT PELCO – RACKMOUNT KIT (PER EACH SERVER)
12	TOUCHSCREEN MONITOR	ELO TOUCHSCREEN WORKSTATION MONITORS DESCRIPTION: ELO 1000 SERIES 1529L – FLAT PANEL DISPLAY – 9FT – 15"
13	FIBER/ETHERNET CONVERTER	PHOENIX CONTACT TYPE FL MC NOTES: EXACT MODEL NUMBERS TO BE DETERMINED BY TYPE OF FIBER INSTALLED DIN RAIL MOUNTABLE POWERED FROM 24VDC
14	DIN RAIL NETWORK SWITCH	SIEMENS SCALANCE X206-1 MANAGED ETHERNET SWITCH NOTES: 6-PORT ETHERNET, 1-PORT FIBER
15	KVM EXTENDER	AVOCENT LONGVIEW 1000V ACCESSORIES: DESK MOUNTING OPTION FOR RECEIVER
16	APC UPS BATTERY BACK-UP	APC SMART UPS 3000VA DESCRIPTION: 2U RACKMOUNT UPS WITH 120V INPUT/ 120V OUTPUT AND DIAGNOSTIC INTERFACE PORT

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE REQUIRED TO REVIEW THE EQUIPMENT TO BE PURCHASED PRIOR TO ORDERING.
2. QUANTITIES TO BE DETERMINED FROM PROJECT PLANS AND SPECIFICATIONS.
3. THE CONTRACTOR SHALL DETERMINE THE EXACT MODEL NUMBERS FOR THE ETHERNET TO FIBER OPTIC CABLE CONVERTERS BASED ON TYPE OF FIBER MATERIAL INSTALLED.
4. THE CONTRACTOR SHALL PROVIDE ONE SPARE CAT 5 CABLE PER EACH INSTALLED ON THE PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NETWORK CABLES NECESSARY FOR SYSTEM CONFIGURATION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL INTERFACE CARDS REQUIRED FOR PERIPHERALS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY TAPE LIBRARY SOFTWARE NECESSARY FOR TAPE AUTOLOADER BACK-UP DEVICE, AS WELL AS SOFTWARE OPTIONS REQUIRED TO BACK-UP A MICROSOFT SQL DATABASE.
8. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SOFTWARE LICENSES REQUIRED FOR THE PORPOSED SYSTEM.
9. ALL SERVERS AND WORKSTATIONS SHALL BE PROVIDED WITH UPS BATTERY BACK-UPS.
10. THE CONTRACTOR SHALL PROVIDE ONE SPARE FIBER OPTIC PATCH CABLE FOR EACH INTALLED ON THE PROJECT.
11. THE CONTRACTOR SHALL PROVIDE TWO SPARE FIBER TO ETHERNET CONVERTERS INCLUDING TERMINATION KITS.
12. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 10 SPARE TAPES FOR THE TAPE BACK-UP AUTOLOADER (NOT INCLUDING THE TAPES INSTALLED IN THE DEVICE).

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: NETWORK EQUIPMENT DESCRIPTION AND REQUIREMENTS

Scale: AS NOTED
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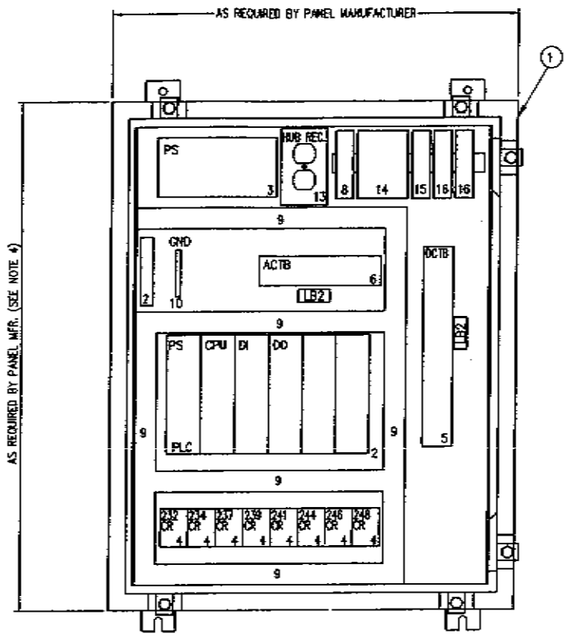
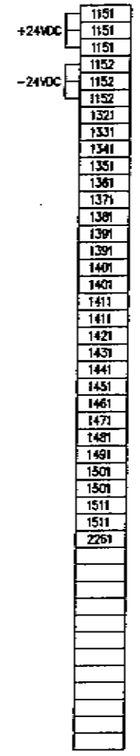


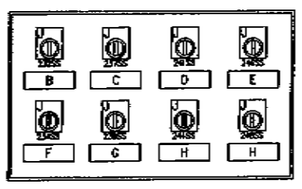
PLC CONTROL ENCLOSURE PROPOSED SUBPANEL LAYOUT–FRONT VIEW

NO SCALE

(12" DEEP)
(SHOWN WITH OUTER DOOR REMOVED)



DC TERMINAL BLOCK LAYOUT



(SHOWN WITH OUTER DOOR REMOVED)

REMOTE I/O TOLL COLLECTION CONTROLS

NO SCALE

AC TERMINAL BLOCK LAYOUT

PANEL LEGEND (TYPICAL OF 4 PANELS)

ITEM	QTY.	MANUFACTURER AND CATALOG NUMBER		DESCRIPTION
1	1	HOFFMAN		ENCLOSURE, NEMA 4X, 304 STAINLESS STEEL, AS REQUIRED BY PANEL MANUFACTURER
	1	HOFFMAN	A-30P24	SUBPANEL, PAINTED STEEL, AS REQUIRED BY PANEL MFR.
2	1	BRISTOL BABCOCK	396356-02-8	I/O CHASSIS
	1	BRISTOL BABCOCK	396359-03-5	CPU, CONTROLWAVE, AND ELAN 520 PROCESSOR, 2 MB SRAM BATTERY BACKED MEMORY, TWO RS-232 SERIAL PORTS, THREE 100/10 BASE-T ETHERNET PORTS
	1	BRISTOL BABCOCK	OPENBSRUC-1-1-0-1-0-1-1-1	CD, ESSENTIALS BUNDLE, CONTROLWAVE DESIGNER BUNDLE, OPC SERVER BUNDLE, ETHERNET 100 BUNDLE, DATA COLLECTOR BUNDLE
	1	BRISTOL BABCOCK	396351-01-8	POWER SUPPLY/SEQUENCER MODULE, 24 VDC, MOSFET SWITCH
	1	BRISTOL BABCOCK	396357-02-4	INPUT MODULE, DIGITAL, 16 POINT
	1	BRISTOL BABCOCK	396358-02-0	OUTPUT MODULE, DIGITAL, 16 POINT
3	1	PHOENIX CONTACT		POWER SUPPLY, SIZED PER PANEL MFR, TYPE QUINT-PS-120AC/24DC
4	8	ALLEN-BRADLEY	700-HA32Z24	RELAY, DPDT, 24VDC, 10 AMP CONTACTS
	8	ALLEN-BRADLEY	700-HN125	RELAY BASE
5	44	PHOENIX CONTACT	30 04 36 2	DC TERMINAL BLOCK, 600 VOLT, WIRE SIZE #22-#14 AWG
6	25	PHOENIX CONTACT	30 04 36 2	AC TERMINAL BLOCK, 600 VOLT, WIRE SIZE #22-#14 AWG
7	8	ALLEN-BRADLEY	800EP-SM32	SELECTOR SWITCH, 3 POSITION MAINTAINED, NEMA 4X
	16	ALLEN-BRADLEY	800E-3LX20	CONTACT BLOCKS, 2 N.O.
8	1	SIEMENS	SCALANCE X-200	SCALANCE X206-1
9	A/R	PANDUIT	TYPE G	WIRE DUCT, RIGID GRAY VINYL WITH NON-SLIP COVER
10	1	SQUARE D	PK9GTA	GROUND BAR
11	1	REVERE	CUSTOM	NAMEPLATE, "REVERE CONTROL SYSTEMS", ADHESIVE TYPE
12	1	SQUARE D	QOU115	CIRCUIT BREAKER, 15 AMP, 1 POLE
13	1	HUBBELL	CR15	DUPLEX RECEPTACLE, 15 AMP, 120VAC
	1	RED DOT	DH3-1-LM	SINGLE GANG BOX
	1	SIERRA	S-8	COVERPLATE, STAINLESS STEEL
14	1	MEASUREMENT SPECIALTIES	SL MA-110	FIBER OPTIC SIGNAL ANALYZER
15	1	PHOENIX CONTACT	PLC-OSC-240C/240C/2	OPTO RELAY INTERFACE
16	2	DELTA SCIENTIFIC		INDUCTION LOOP DETECTION RELAY

ENGRAVING SCHEDULE

ID NO.	QTY.	TYPE	SIZE	PLATE COLOR	LETTER COLOR	FIRST LINE \ SECOND LINE, ETC.
A	1	N P	2" x 4"	WHITE	BLACK	LANE # __ \ CONTROL PANEL (SEE NOTE 3)
B	1	N P	1" x 3"	WHITE	BLACK	OHLS GREEN
C	1	N P	1" x 3"	WHITE	BLACK	OHLS RED
D	1	N P	1" x 3"	WHITE	BLACK	EXIT LIGHT GREEN
E	1	N P	1" x 3"	WHITE	BLACK	EXIT LIGHT RED
F	1	N P	1" x 3"	WHITE	BLACK	FOG LIGHT
G	1	N P	1" x 3"	WHITE	BLACK	GATE
H	2	N P	1" x 3"	WHITE	BLACK	SPARE
J	8	L P	C-HPL	WHITE	BLACK	HAND OFF AUTO

NOTES:

1. CONTROL PANEL TO BEAR U.L. 508 LABEL
2. NAMEPLATES ARE TO BE MOUNTED WITH STAINLESS STEEL SCREWS.
3. THIS PANEL TYPICAL OF 4 PANELS (LANES 1 THRU 4)
4. PLC CONTROL ENCLOSURE PANEL HEIGHT ON TOLL BOOTH ROOF TOP UNITS TO BE RETRACTED TO A MAXIMUM OF 24".
5. PANELS MAY REQUIRE ADDITIONAL ETHERNET TO FIBER CONVERTERS. SEE SHEET E-600.
6. PANEL LEGEND IS NOT TO BE CONSIDERED AS A COMPLETE BILL OF MATERIALS FOR THE CONTROL PANELS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL CONTROL PANEL REQUIREMENTS AS SET FORTH IN THE PROJECT PLANS AND SPECIFICATIONS.

LABEL SCHEDULE

LB1	U.L. 508 LABEL
LB2	RECOMMENDED TORQUE: 5.31 – 7.09 LB./IN.

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By:	Revision Description

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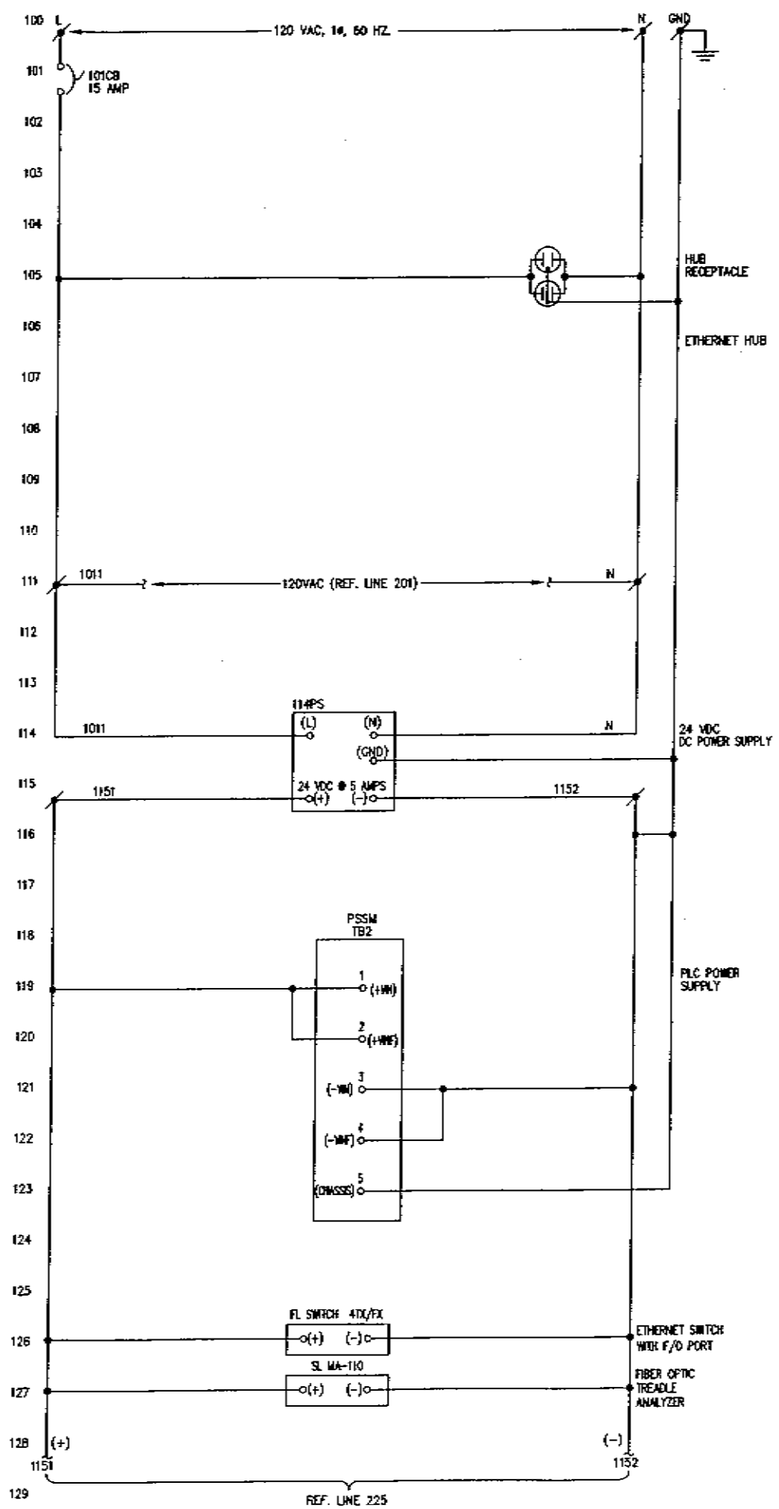
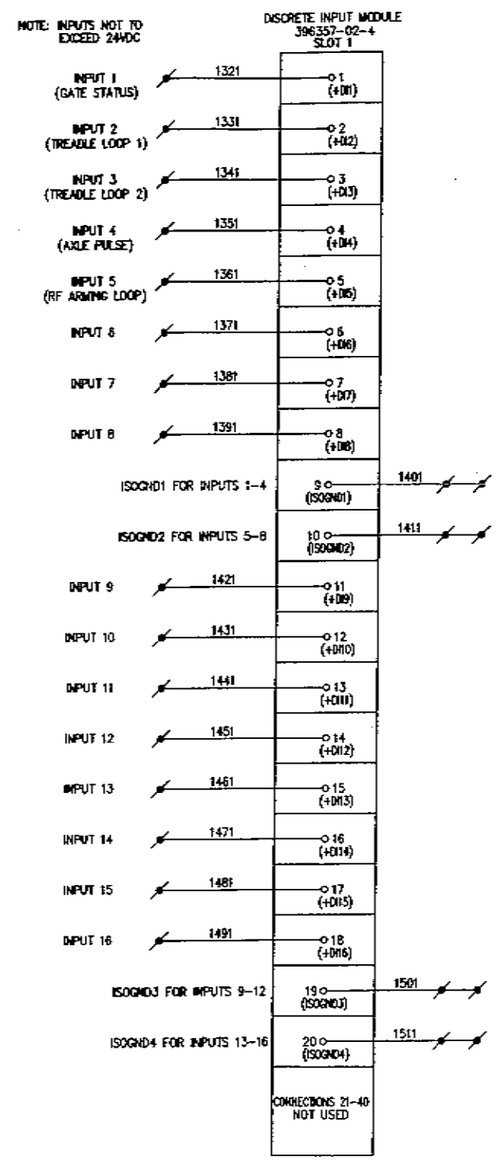
Dwg. No: E-602





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PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

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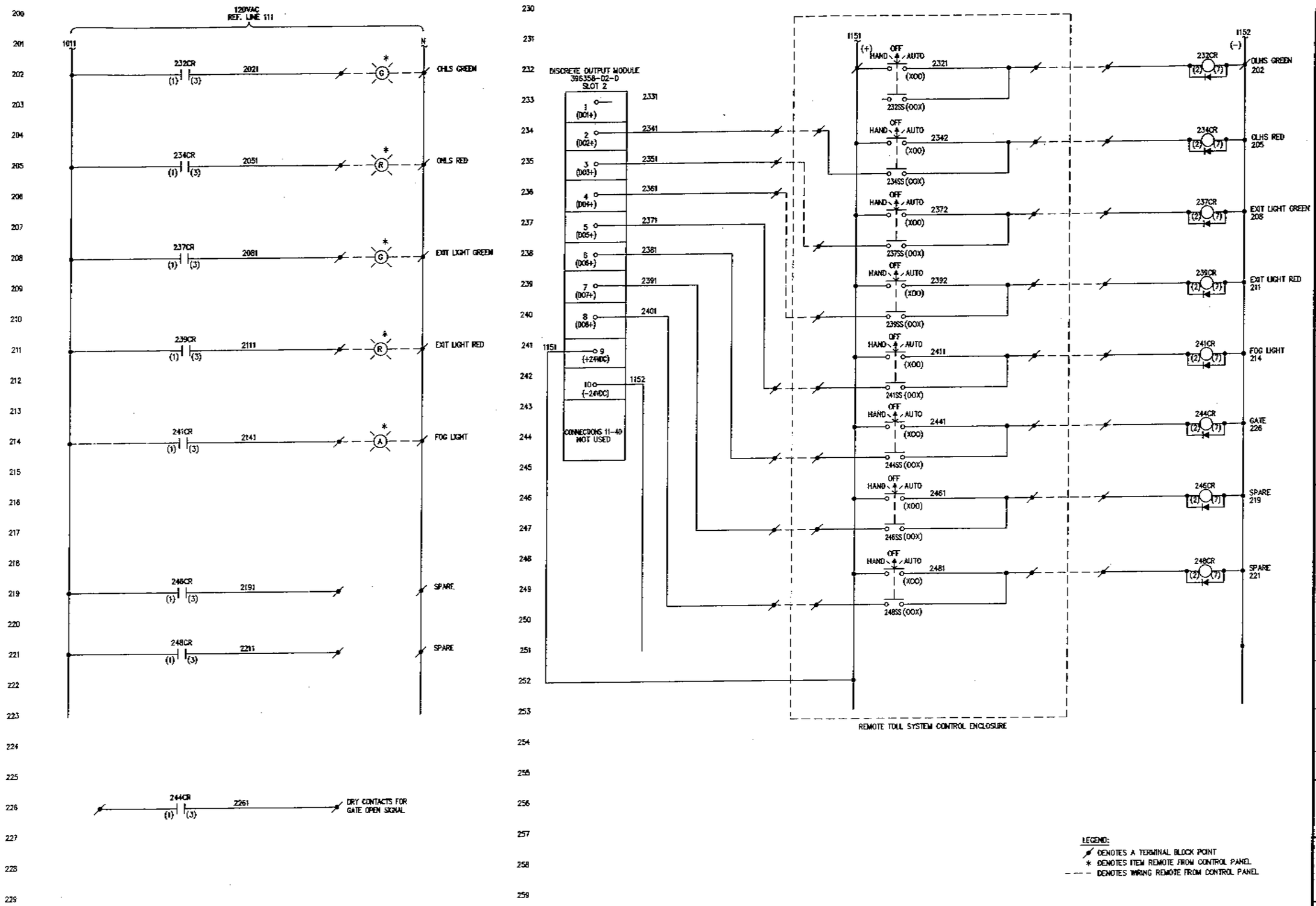

LEGEND:

- ⊘ DENOTES A TERMINAL BLOCK POINT
- * DENOTES ITEM REMOTE FROM CONTROL PANEL
- - - - DENOTES WIRING REMOTE FROM CONTROL PANEL

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PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

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Appendix B: UFM Identifiers or Data Elements

APPENDIX B – UFM IDENTIFIERS OR DATA ELEMENTS
(SUBJECT TO CHANGE)

1. The Contractor shall be responsible for incorporating new data UFM elements, or to modify or eliminate others as needed during the life of this Contract.
2. The UFM shall include, without limitation, data elements such as the following:
   a. Lane Operations Mode – A code that indicates the status of the lane/zone at the time of transaction generation. There are five codes: “Open”, “Closed”, “Standby”, “Special Events”, and “Maintenance”
   b. Universal Financial Message ID – A code that indicates the type of message, in this case the Universal Financial message.
   c. Message Sequence Number - A unique sequential number given to every message generated (i.e. UFM, Event, and MOMS).
   d. UFM Sequence Number - A sequential number given to every message generated that is specific to the Universal Financial Message. This sequence number shall increment by lane and be distinct from the message sequence number provided in all messages.
   e. Toll Rate Table Version ID – A value to identify the toll rate table(s) version used to populate revenue fields.
   f. Various Toll Amounts – Applicable toll amounts for cash, image, and electronic payment methods.
   g. Variable Pricing in Effect – Indicates that the lane is operating with a premium or discount value to populate revenue fields.
   h. Transaction Plaza ID – A unique value that provides information to identify the plaza where the transaction occurred.
   i. Transaction Lane Number – A unique value that provides information to identify the number of the lane where the transaction occurred.
   j. Transaction Date and Time– Provides the time that the transaction occurred to the hundredth of a second. IPS message times shall be the same as the transaction time. Daylight savings time transitions should be handled automatically and correctly recorded by this identifier.
   k. Toll Host Receipt Date and Time – Provides the date/time that the transaction was received at the Toll Host.
   l. Posting Date and Time – Provides the date/time that the transaction was posted to the account.
   m. Previous Plaza and Lane ID – Identifies the last plaza and lane where a transaction that can be identified to a specific customer occurred. For AVI transactions, this information is read from the transponder. For cash or video image transactions, this shall be blank.
   n. Previous Date and Time (msec) – Provides the time to the millisecond associated with the Previous Plaza and Lane information above.

o. Toll Attendant Employee ID – For lanes employing manual toll collection, the Toll Attendant shall be identified in the message. For lanes that do not have a Toll Attendant, the lane shall carry a unique ID that indicates it is unattended and serve as an employee ID for equipment.

p. Tour (Fund) ID – A discrete number that identifies the cash fund (deposit) associated to the collector or device for unattended operations and written to each transaction at the lane.

q. ACM Vault ID's – For toll lanes equipped with an ACM, these fields provide the number that uniquely identifies the coin vaults in the ACM at the time of the ACM transaction. For lanes operating without an ACM in service, for example an ACM lane with an attendant on duty, this field is blank or not provided.

r. Line of Business – This field indicates the business enterprise source of the revenue transaction generated (i.e. merchant type, such as toll (CFX/Osceola Co.), toll interoperability partner, parking, other m-commerce, etc.).

s. Transponder ID – This is the ID for an AVI transaction that specifies the transponder used to generate the transaction. The transponder ID may be linked to an AVI account ID at the BOS/CSC.

t. Issuing Agency – Field indicating the Agency/Group code associated with the Transponder ID. This information indicates whether the transponder is an E-PASS® transponder, SunPass, or other types that are accepted under the Interoperability Agreement. This allows for the application of business rules associated with interoperability agreements.

u. Issuing State – Field indicating the State/Region code associated with the Transponder ID. This indicates which state issued the transponder.

v. Transponder State Code – This field provides the state associated with the transponder and is different from the Issuing Agency.

w. Internal Serial Number – This field is the numeric value used by the transponder manufacturer to uniquely identify the transponder.

x. Vehicle License Plate read confidence level – This field will be populated any time an optical character recognition (OCR) is performed on the captured image.

y. Class by Toll Attendant– This is the vehicle classification as determined by the Toll Attendant for cash transactions. If there is a collector on shift, but the collector does not classify the vehicle, a value of "00" (zero zero) should be placed in the field and the appropriate exception code should be generated. This will allow an exception criterion to be established so that these transactions can be readily identified and reviewed during the audit process.

z. Class by AVC Post-Class – This is the vehicle classification as determined by the automatic vehicle post-classification system (AVC). The information reported in this field should indicate the classification of the vehicle. If the AVC derives a value that is outside the expected range, a default value for the lowest vehicle class should be populated and a corresponding exception code should indicate that the default value was used.

aa. Class by Overhead Laser Scanning Device – Vehicle class based on laser scanner device output.

bb. Class by Transponder File – This field, which is obtained from the Transponder File, indicates the vehicle class type assigned to the transponder. This field will be populated and identified

on an exception basis, i.e. when there is a discrepancy between the AVC post-class and the transponder class. A corresponding exception code will be generated.

cc. Transponder POSI List Status – This field indicates the name of the POSI List that is/was in effect at the time of the transaction, and the status of the transponder per that POSI List.

dd. Image ID – Identifier of the image, or images if more than one image, associated with the vehicle.

ee. OCR Result – Plate number, type and state resulting from OCR process.

ff. Image File Location – Location of the image in the file.

gg. Lane Operational Mode – Indicates mode of operation that a lane is in (open-normal, open-degraded, closed, stand-by, maintenance, special event).

hh. Roadside Controller Status – This field indicates if the roadside controller is operating outside of a "normal" mode.

ii. AVC Status – This provides information on the status of the AVC subsystem. If there is an AVC failure, this will be used as an exception criterion to be reviewed during the audit process.

jj. AVI Status – This field (or an equivalent) provides information on the status of the AVI subsystem. If there is an AVI failure, this will be used as an exception criterion to be reviewed during the audit process. These statuses may include, but are not limited to, an AVI Reader failure, AVI Write failure, and reader confirmation.

kk. ACM Status – This field provides information on the status of the ACM equipment. These failures include, but are not limited to, reader failure, coin processor out of order, sorting disk jam, escrow jam, and communication failures.

ll. Manual Lane Terminal Status – This field provides information on the status of the touch screen MLT. These statuses shall include touch-screen manual lane terminal normal, not present, or failure state(s). The failure statuses are to be further defined during design.

mm. Receipt Printer – This field provides information on the status of the receipt printer. These statuses include but are not limited to receipt printer normal, not present, or failure state(s). The failure statuses are to be further defined during design.

nn. Patron Toll Display Status – This field provides information on the status of the patron toll display (PTD). These statuses shall include PTD normal, not present, or failure state(s). The failure statuses are to be further defined during design.

oo. Violation Enforcement System Status- This field provides information on the status of the Violation Enforcement System (VES). The statuses shall include at a minimum VES normal. VES failure, VES not present, and VES illumination working or not working. The failure statuses are to be further defined during design.

pp. Exception Code – This field identifies transactions where traffic and/or revenue are recorded under "other than normal" conditions. Exception codes may indicate vehicle classification differences, revenue variances or other items of interest for the audit and reconciliation process. In addition, certain exception codes are associated with a VES image to be captured and retained.

Appendix C: State of Florida Interoperability Technical Interface Specification

Note: The interoperability technical interface specifications defined herein are subject to change.

State of Florida

Interoperability Technical Interface Specification

Records and Files Interface Specification

Exhibit A

Version 3.0
October 4, 2011

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Introduction

This document is Exhibit A of the Interoperability Agreement and provides the descriptions, formats and record content of toll data necessary for electronic toll collection interoperability among various tolling agencies within the State of Florida. This document includes those specifications that are common to all Florida Interoperable Home Agencies; additional Exhibits specify requirements that are particular to Client Agency arrangements and any individual arrangements between Agencies. This document does not specify requirements for any e-Commerce interoperability. Interoperability specifications for parking at the Orlando International Airport are contained in "OOCEA-FDOT Airport Parking, Internal Processing Requirements Document", version 1.3.3 dated November 29, 2004.

Interoperability requires agencies to read from and write to transponders that have been issued both in-house and by other agencies in a consistent manner so drivers enjoy seamless travel throughout the State and public confidence in the electronic toll collection program is not adversely affected. Interoperability also requires agencies to exchange transaction and informational data to ensure accurate and timely customer feedback, customer account processing and agency revenue distribution.

The two primary components of interoperability are the real time interaction with transponder devices at the lane level and the exchange of records for processing at the host level.

For the purpose of interoperable file interchange as specified in this document, each participating agency is designated as one or more of the following agency types:

- Home Agency - An interoperable toll agency that issues transponders and services transponder-based prepaid accounts. A Home Agency may also act as a Servicing Agency if the agency provides support services to another interoperable Client Agency.

- Servicing Agency - An interoperable Home Agency that provides support services for another interoperable Client Agency. A Servicing Agency interfaces directly with other Home Agencies for interoperable file interchange on behalf of its Client Agency. A Servicing Agency merges the Transponder List and Plaza Information File received from other Home Agencies and sends a single Transponder List and Plaza Information File to its Client Agencies. Similarly, a Servicing Agency will gather financial transactions from its Client Agencies, merge these with its own transactions and send a single file to the appropriate Home Agency.

- Client Agency – An interoperable toll agency that does not issue transponders or service transponder-based prepaid accounts. A Client Agency does not interface directly with

other interoperable agencies, but relies on its Servicing Agency for file interchange with other Home Agencies.

Each Home Agency is assigned a numeric code which is used to identify the Home Agency that issued the transponder and/or initiated a file transfer. FTE is the coordinating agency for assignment of Agency/Group codes within Florida. The Agency Codes currently accepted by the interoperable Florida agencies and the Agency's role are indicated below. Note that only Home Agency Codes are applicable for transponder interaction, while other codes may be used in file naming conventions.

TABLE 1 – Agency/Group Codes

Agency Code	Agency	File Directory Name	Agency Designation
01	Florida Turnpike Enterprise	FDOT	Home Agency for SunPass, Servicing Agency for Miami-Dade Expressway Authority
02	Florida Turnpike Enterprise		Reserved for Future Use
03	Lee County DOT	LEEWAY	Home Agency for LeeWay
04	Lee County DOT		Reserved for Future Use
05	Orlando Orange County Expressway Authority	OOCEA	Home Agency for E-PASS and O-Pass, Servicing Agency for Osceola County
06	Osceola County		Client Agency to OOCEA
07-09	Orlando Orange-County Expressway Authority		Reserved for Future Use
15	Miami-Dade Expressway Authority		Client Agency to Florida Turnpike Enterprise.
16	Miami-Dade Expressway Authority		Reserved for Future Use
17	Tampa Hillsborough County Expressway Authority		Client Agency to Florida Turnpike Enterprise
18	Tampa Hillsborough County Expressway Authority		Reserved for Future Use

The document is organized into the following sections:

- Transponder Interaction
- File Processing
- Financial Transactions
- Rebate Programs
- Plaza Information Records
- Transponder List
- Image Toll Processing
- Appendix A - FTE Reject Codes
- Appendix B - OOCEA/Lee County DOT Reject Codes
- Appendix C – Florida License Plate Type
- Appendix D - Florida Specialty License Plate Type Codes.

Transponder Interaction

All interoperable agencies are required to both read from and write to transponders that have been issued by all other interoperable agencies. This information is used to correctly process the transaction at the time of vehicle passage and at host processing. Much of the transponder information is included in financial records that are exchanged among agencies to ensure accurate revenue reimbursement and customer accounting.

1.1 Transponder Types

There are currently two communication protocols approved for interoperability within the State of Florida: Allegro and eGo®Plus. Each protocol utilizes unique physical address fields on the transponder for data communication with the reader. There may be several different physical transponder types using the same communication protocol, with differences in customer feedback features, transponder installation methods and whether the transponder must be permanently affixed to the vehicle. A single RF reader located at the tolling point is currently used to communicate with all specified types of transponders using either protocol.

TABLE 2 - Transponder Types

Transponder Type	Communication Protocol	Customer Feedback	Installation Method	Permanently Affixed to Vehicle
Type II Allegro	Allegro	None	Windshield	No
Type III Allegro	Allegro	LCD display, LED, audible tones	Windshield	No
Type IIB Allegro	Allegro	LED, audible tones	Windshield	No
Type IIE Allegro	Allegro	LED, audible tones	Windshield	No
Type II Allegro External Bumper	Allegro	None	Bumper	No
eGo® Plus® Windshield	eGo®Plus	None	Windshield	Yes
eGo® Plus® Bumper Mount	eGo®Plus	None	Bumper	Yes
eGo® Plus® Hard Case	eGo®Plus	None	Windshield	No

1.2 Transponder Number Assignment

The assignment of transponder numbers must be coordinated by the transponder manufacturer with each Home Agency to prevent future duplications. To date, the following assignments have been made as described in the table below.

TABLE 3 – Transponder Assignments

Transponder Type	FTE Number Range	OOCEA/Osceola Number Range	Lee County DOT Number Range
Type II Allegro	00000001-00999999		00000000-00080000
Type III Allegro	01000000-01999999		
Type IIB Allegro	02000000-03999999	00360000-01200000	00100000-14999999
Type IIE Allegro	04000000-06999999		
eGo® Plus® Hard Case	07000000-08999999	05000000-05999999	
eGo® Plus® Windshield	09000000-14999999	02000000-03999999	05000000-05200000
Type II Bumper Mount	15000000-15099999	15000000-15999999	00080001-00099999
eGo® Plus® Bumper Mount	15100000-15999999		
Test	16000000-16777216	16000000-16777216	

1.3 Allegro Transponder Page Layouts and Field Definitions

Transponders utilizing the Allegro communications protocol have up to three pages of information as described in the following sections.

1.3.1 Read-Only Page 0 (Physical page 7) Layout

This page contains information that uniquely identifies the transponder and its critical functional features and is programmed prior to release of the transponder to the customer. This page is read in the lane but is not written to in the lane. Values on this page may only be changed by the transponder's Home Agency and should remain unchanged after the transponder is issued to the customer.

Table 4 - Allegro Read-Only Page 0 Layout

Field Name	Number of Bits	ASCII Format	Value Range
Transponder Identification:			
Transponder Number	24	NNNNNNNN	'1 - 16777216'
Agency/Group Code	8	NNN	'01 – 99'
State/Region Code	8	NNN	'01 -99'
Vehicle Class	4	NN	'02 – 15' (not currently used)
Vehicle Type Code	4	NN	'00 – 15' (not currently used)
Revenue Type Code	4	NN	'01 – 06', 08 thru 15 (not currently used)
Transponder Features Code	16	N	Binary 0 or 1 for each feature
Password	18	Not used	Not used

Transponder Identification - This number uniquely identifies the transponder among all Interoperable Agencies by combining the transponder number assigned at manufacturing, the State/Region Code and the Agency Code.

Transponder Number - The transponder number uniquely identifies the transponder within the State/Region Code and Agency/Group Code. The transponder number is programmed at the manufacturing facility and assigned within number ranges as defined in Table 3.

Agency/Group Code - A code value identifying the Agency or Group that issued the transponder. See Table 1 for currently assigned Agency Codes.

State/Region Code - A code value identifying the State where the transponder's issuing agency is located. The State/Region Code value for Florida is '10'. Currently, the interoperable Florida toll agencies only process transponders with a State/Region Code value of '10'.

Vehicle Class - Vehicle Class equates to a number of axles within the toll rate structure and may be used by some agencies. The Vehicle Class obtained from the Transponder List is currently used in lane processing and the Vehicle Class present on the transponder itself is not used.

Vehicle Type Code - Vehicle Type Code identifies the characteristics and/or occupancy of the vehicle. This value is not used for interoperability purposes.

Revenue Type Code - Revenue Type code associates the transponder to the type of account established for the customer or to designate FTE specialty passes. The
Revenue Type code obtained from the Transponder List is currently used for lane processing and the Revenue Type Code present on the transponder itself is not used.

Transponder Features Code – Transponder Features code identifies the Allegro transponder's audio and visual capabilities by transponder type and how the Read Only page 0 (physical page 7) was programmed. Bits are numbered from right to left. The setting of bits in this field must be coordinated among Interoperable Agencies to ensure proper lane processing and a consistent customer experience.

1.3.2 Allegro Transponder Features Codes

Table 5- Allegro Transponder Features Codes

Bit Number	Description
0	Unknown – Not used
1	Transponder fixed (Bumper mount)
2	Transponder has display
3	Transponder has beeper
4	Transponder has indicator lights
5	Information may not be displayed on Patron Toll Display (PTD)
6	Type IIb Transponder
7	Type IIe Transponder
8-13	Unassigned
14	Transponder's Read Only Page 0 (physical page 7) altered by Lee County in-lane equipment – No longer used as of March 2, 2009
15	Transponder's Read Only Page 0 (physical page 7) programmed by factory

Examples (bits are numbered from right to left):

- 1000000001011000 - indicates a Type IIb transponder with beeper and indicator lights where the Read Only page 0 (physical page 7) was programmed at the factory
- 0100000000000000 - indicates a Type II transponder (no display, beeper or indicator lights) where the Read Only page 0 (physical page 7) was altered by in-lane equipment

- 0000000001011000 - indicates a Type IIb transponder with beeper and indicator lights where the Read Only page 0 (physical page 7) was programmed by the issuing Authority using a Programmer device
- 1000000010011000 - indicates a Type IIe transponder with beeper and indicator lights where the Read Only page 0 (physical page 7) was programmed at the factory.

Password - The Password field is is set to the value zero on transponders issued by Florida Interoperable Agencies.

1.3.3 Read-Write Page 1 (Physical page 10) Layout

This page is read as the transponder enters the RF zone and is updated and written to before the transponder leaves the RF zone. The information read from the transponder relates to the transponder's previous passage and is replaced by writing current passage information to the transponder, based on lane processing and business rules. This information is used in forming the financial transaction records as specified in Section 4.0. The ASCII values are converted to binary before writing the information to the transponder.

Table 6 - Allegro Read-Write Page 1 Layout

Field Name	Number of Bits	ASCII Format	Value Range
Current Balance	17	NNN.NN	'000.00'
Last Toll Amount	13	NN.NN	'00.00'
Vehicle Transit Information			
Transaction Identification	14	NNNN	'0 to 8191'
Plaza Code	17	NNNNNN	'000000 to 131071'
Lane Number	7	NN	'00 - 99'
Lane Type Code	4	NN	'01 to 15'
Transit Date	15	DDMMYY	Encoded
Transit Time	17	HRMISS	Encoded
Message Flags			
Low Battery	1	N	'0' or '1'
Insufficient Funds	1	N	Set to zero
Low Balance	1	N	'0' or '1'
Invalid Transponder	1	N	'0' or '1'
Pass Used	1	N	'0' or '1'
Credit Serial Number	8	NNN	'000' or '255'
Anti-Passback Code	2	N	0, 1 or 2

Field Name	Number of Bits	ASCII Format	Value Range
Migration Flag	1	N	‘0’
Alternate Display Page Flag	1	N	‘0’ or ‘1’
Not used	7	Not used	Set to zeros
Low Balance	1	N	‘0’ or ‘1’
Invalid Transponder	1	N	‘0’ or ‘1’

Current Balance - This field is no longer used and the value written to the transponder before it leaves the RF zone should always be zero.

Last Toll Amount - This field is no longer used and the value written to the transponder before it leaves the RF zone should always be zero.

Vehicle Transit Information – When the page is read as the transponder enters the RF zone, the values in these fields relate to the transponder’s previous passage. When the page is written to before the transponder exits the RF zone, the values in these fields relate to the current passage.

Transaction Identification Number - Four (4) digit number that corresponds to the value recorded in the Message Sequence Number field in the financial record.

Plaza Code – Six (6) byte numeric value identifying a specific Toll Plaza where the transaction occurred. A Plaza Number must be included in the Plaza Information File to be valid.

Lane Number - Two (2) byte numeric field that identifies the lane in which the transaction occurred.

Lane Type Code –The Lane Type Code is written to the transponder as a binary value and recorded in the generated financial record as an alphabetic character. Lane Type Codes must be coordinated among all interoperable agencies. Current acceptable codes are below.

Table 7 - Lane Type Codes

Lane Type Name	Code Value Written to Transponder	Code Value in Financial Record
Manual Non-Ticket (Barrier) AVI Lane	1	B
Automatic Coin Machine	2	C

Lane Type Name	Code Value Written to Transponder	Code Value in Financial Record
Non-Ticket Dedicated AVI Lane	3	D
Non-Ticket Express or Open Road Tolling AVI Lane	4	S
Ticket Manual Entry AVI Lane	5	N
Ticket Automatic Entry AVI Lane	6	E
Ticket Manual Exit AVI Lane	7	X
Ticket Dedicated Entry AVI Lane	8	Y
Ticket Dedicated Exit AVI Lane	9	Z
Ticket Express Entry Lane	10	S
Ticket Express Exit Lane	11	S
SunPass Only AVI Ramp	12	R
Variable Pricing Managed Lane	13	H
Available for Future Use	14	
Available for Future Use	15	

Transit Date - The Transit Date is a binary encoded value on the transponder. The 'Year' value is computed by subtracting the base year '1995' from the current calendar year.

Table 8 – Transit Date Encoding

Field Name	Number of Bits	ASCII Format	Value Range
Day	5	NN	'1 to 31'
Month	4	NN	'1 to 12'
Year	6	NN	'0 to 63'

Transit Time - The Transit Time is a binary encoded value on the transponder.

Table 9 – Transit Time Encoding

Field Name	Number of Bits	ASCII Format	Value Range
Hour	5	NN	'0 to 23'
Minute	6	NN	'0 to 59'

Second	6	NN	‘0 to 59’

Message Flags - The information read from the transponder as it enters the RF zone relates to the transponder’s previous passage. The current vehicle transit information is written to the transponder before it exits the RF zone, and relates to the current passage, except as specifically noted below.

Low Battery - When the transponder is activated as it enters the RF zone, a self diagnostic check is performed to determine the transponder’s battery condition. If a low battery condition is detected, the value in this field is written as ‘1’; if no low battery is detected, a value of ‘0’ is written to this field. The value recorded in the financial record is the same as the value written to the transponder.

Insufficient Funds - The value written to the transponder before it leaves the RF zone should always be “0”, regardless of what value is read from the transponder.

Low Balance - The value written to this field is based on the value assigned to the transponder on the Transponder List. Where the Low Balance flag on the Transponder List is ‘Y’, the value in this field is ‘1’; where the Transponder List value is “N”, the value written to the transponder is ‘0’.

Invalid Transponder - The value written to this field is based on the transponder’s Status and Revenue Type Code in the Transponder List.

Table 10 - Invalid Transponder Field Values

Invalid Transponder Field Value	**Transponder Status**	**Transponder Revenue Type Code**
0	01	01 – 04
1	01	05 – 06
1	02 – 04	01 – 06

Pass Used – The value written to this field is “0”, except where the current transit is authorized by the purchase of a valid annual specialty pass. FTE is currently the only interoperable agency that writes a value of ‘1’ to this field.

Credit Serial Number - The value written to this field is based on the Transponder List. Where the transponder’s Revenue Type on the Transponder List is “01”, a value of “255” is written to the transponder in this field; a value of “000” is written to the transponder if the transponder’s Revenue Type on the Transponder List is other than “01”.

Anti-Passback Code - The value written to the transponder before it leaves the RF zone is always set to '02' for interoperable non-ticket lanes. The value initially read from the transponder as it enters the lane's RF field is the value recorded in the financial record.

Table 11 - Anti-Passback Codes (Transponder)

Lane Type	Anti-Passback Code
New Transponder	0
FTE Ticket Entry Lanes	1
FTE Ticket Exit Lanes	2
All Non-Ticket Lanes	2
Not Used	3

Migration Flag - The value written to the transponder before it leaves the RF zone is "0", regardless of what value is read from the transponder.

Alternate Display Page Flag – This field is only used for Type III Allegro transponders with available visual LCD displays and is used to indicate if physical page 6 has previously been created. Physical page 6 is created the first time a Type III transponder is seen in any interoperable toll lane after May 2009 to change the display messages. If the value of '0' is read in this field when the transponder enters the RF zone, the message 'PAYMENT APPROVED' must be written to the transponder's physical page 6. In this case, the value written to the transponder before it leaves the RF zone will be '1' if the 'PAYMENT APPROVED' message was successfully written to page 6. If the value of '1' is read when the transponder enters the RF zone, no update to this transponder field occurs.

1.3.4 Alternate Display Page (Physical page 6) Layout

This page is used by the transponder reader in the GENACK process to indicate what visual LCD messages are displayed for Type III Allegro transponders. In May 2009, FTE changed from the customer's balance being carried on the transponder to a host computer based balance. As a result, the visual messages that are displayed on Type III transponders also changed. The first time a Type III transponder is seen in a lane after May 16, 2009, the Alternate Display Page Flag bit on Physical page 10 will be '0' as the transponder enters the RF zone. As the page is written before the transponder exits the RF zone, the message 'PAYMENT APPROVED' will be written to the transponder's physical Page 6 and the Alternate Display Page Flag on physical page 10 value will be changed to '1'.

Table 12 – Allegro Alternate Display Page (Physical Page 6) Layout

Alternate Display Page 1 (physical page 6)	Programmable by	Number of Bits	ASCII Format	Value Range
Message	Lane Controller	128	AAA … A	'PAYMENT APPROVED'

Dependent on the transponder's status on the Transponder List at GENACK, either "PAYMENT APPROVED" from Page 6 will be displayed or the appropriate "INVALID" bit will be set in the GENACK. "INVALID" is a hard coded message programmed into the transponder's ASIC chip and is activated by an appropriate bit in the GENACK message. The "INVALID" message is activated at interoperable toll lanes when the transponder's Status is other than "01" (active) at any interoperable lane. In addition, the "INVALID" message is activated at all interoperable non-FTE lanes when the transponder's Revenue Type Code is "05" or "06".

1.4 eGo®Plus Transponder Page Layouts and Field Definitions

Transponders operating with the eGo®Plus communications protocol use two pages of information, regardless of the physical transponder type. Both windshield (sticker) and hardcase eGo® Plus® transponders use the same page layout.

1.4.1 Read-Only Page A (Physical Page 0)

This page is programmed by the manufacturer prior to release of the transponder to the agency and contains information that uniquely identifies the transponder and its critical functional features. This page is read in the lane but is not written to. Values on Page A are not changeable by any agency.

Table 13 - eGo® Plus® Read-Only Page A Layout

Read-Only Page A (physical page 0)	Number of Bits	ASCII Format	Value Range
High order CHECKSUM	4	H	
Manufacturer Use	4	H	'4'
Transponder Features Code	8	NNNNNNNN	0 or 1 for each bit
State Code	8	HH	'10' (Florida)
Agency/Group Code	8	HH	'01 – 99'
Transponder Number	24	NNNNNNNN	'1 to 16777216'

Read-Only Page A (physical page 0)	Number of Bits	ASCII Format	Value Range
Low Order CHECKSUM	8	HH	

High Order CHECKSUM – Four (4) bits concatenated with the low order eight (8) bits to form a twelve bit checksum. The CHECKSUM provides assurance that the transponder page has been read accurately in the lane. The CRC polynomial being calculated is:
CRC-12_Poly = X^12 + X^11 + X^3 + X^2 + X^1 + 1

Manufacturer Use - Four bits with the bit value '0100' used by the transponder manufacturer for transponder control.

Transponder Features Code - The Transponder Features Code on the eGo®Plus identifies the transponder's communication protocols, the ASIC generation used in its manufacture and its audio/visual operating characteristics. This field is eight bits in length with the bits numbered from right to left. Bit numbers are provided in the Bit column below from left to right, to coincide with the Bit Value generated.

Table 14 - eGo® Plus® Transponder Features Codes

Bit Number 6 and 0 value	Communication Protocol
00	SeGO and eGO enabled with SeGO dominant beginning with transponder number: 09000000-0110 - eGo®Plus Windshield 15100000-0110 - eGo®Plus Bumper mount
01	SeGO, eGO and ATA enabled with SeGO dominant
10	Reserved for future communication protocol
11	Reserved for future communication protocol

Bit Number 3, 2, 1 Value:	ASIC Generation used in Manufacture
000	First generation ASIC used in manufacture
001	Second generation ASIC used in transponder manufacture
010	Reserved to indicate future third generation ASIC release
011	Reserved to indicate future fourth generation ASIC release

Bit Number 3, 2, 1 Value:	ASIC Generation used in Manufacture
100	Reserved to indicate future fifth generation ASIC release
101	Reserved to indicate future sixth generation ASIC release
110	Reserved to indicate future seventh generation ASIC release
111	Reserved to indicate future eighth generation ASIC release

Bit Number 4 and 5	Reserved for Future Use

Bit Number 7 Value	Transponder Signaling
0	Transponder does not have audio or visual signaling capability
1	Transponder has a battery and provides audio tones and/or visual LED indicator

Examples (bits are numbered from right to left):

- 00000000 - indicates an eGo®Plus transponder with first generation ASIC with SeGO and eGO protocol enabled and SeGO protocol dominant

- 00000001 - indicates an eGo®Plus transponder with first generation ASIC with SeGO, eGO and ATA protocols enabled and SeGO protocol dominant

- 00000011 - indicates an eGo®Plus transponder with second generation ASIC with SeGO, eGO and ATA protocols enabled and SeGO protocol dominant

- 00000101 - indicates an eGo®Plus transponder with third generation ASIC with SeGO, eGO and ATA protocols enabled and SeGO protocol dominant

- 00001001 - indicates an eGo®Plus transponder with fifth generation ASIC with SeGO, eGO and ATA protocols enabled and SeGO protocol dominant

- 10000011 - indicates an eGo®Plus transponder with second generation ASIC with a battery, LED indicator and/or capable of generating audio tones with SeGO, eGO and ATA protocols enabled and SeGO protocol dominant

- 11001000 - indicates a transponder with a future communication protocol with a future fifth generation ASIC with a battery, LED indicator and/or capable of generating audio tones

State/Region Code - A code value identifying the State where the transponder's issuing agency is located. The State/Region Code for Florida is '10'. Currently, the interoperable Florida agencies only process transponders with a State/Region Code value of '10'.

Agency/Group Code - A code value identifying the Agency or Group that issued the transponder.

Transponder Number - The transponder number uniquely identifies the device within the State/Region Code and Agency/Group number. The transponder number is programmed at the manufacturing facility.

Low Order CHECKSUM – The low order checksum eight bits are concatenated with the high order four bits to form a twelve bit checksum.

1.4.2 Read/Write Page B (Physical page 10)

This page is read as the transponder enters the RF zone, is updated and written to before the transponder leaves the RF zone. The information read from the transponder relates to the transponder's previous passage and is replaced by writing current passage information to the transponder, based on lane processing and business rules. This information is used in forming the financial transaction records as specified in Section 4.0.

Table 15 – eGgo® Plus® Read-Write Page B Layout

Read-Write Page B	Number of Bits	ASCII Format	Value Range
Transaction ID Number	13	NNNN	'0 to 8191'
Plaza Code	17	NNNNNN	'000000 to 131071'
Transit Date	15	YYMMDD	Encoded
Transit Time	17	HRMISS	Encoded
Anti-passback Flag	2	NN	00 to 02

Transaction Identification Number – Four (4) digit number that corresponds to the value recorded in the Message Sequence field in the financial record. For eGo®Plus transponders, this value is generated by the E6 Reader. The transaction ID number indentifies the E6 unit interacting with the transponder and a sequence number within the value range 0 thru 255.

This number is used to link the transponder information to the associated reported financial record.

Table 16 - eGo® Plus® Transaction Identification

Field Name	Number of Bits	Value Range	Description
E6 Number	5	0 – 31	Number assigned to the E6 Reader within a grouping and sent to the E6 by the lane controller when the E6 is powered on.
Variable	8	0 – 255	Value incremented by one by the E6 reader for each transponder with which it interacts. Value rolls over to 0 to remain within the value range 0 thru 255.

Plaza Code - Six (6) byte numeric value identifying a specific Toll Plaza where the transaction occurred. A Plaza Number must be included in the Plaza Information File to be valid.

Transit Date - The Transit Date is a binary encoded value on the transponder. The 'Year' value is computed by subtracting the base year '1995' from the current calendar year.

Transit Time - The Transit Time is a binary encoded value on the transponder.

Anti-Passback Flag - The value initially read from the transponder as it enters the lane's RF field is the value recorded in the financial record. The value written to the transponder before it leaves the RF zone is based on the lane type of the current passage.

File Transfer Protocol and Connectivity

File transfers between Interoperable Agencies will utilize either FTP or SFTP, with SFTP being the preferred protocol. If FTP communication is used, a separate account level log-in with separate password is required for each Agency. Each Interoperable Agency may require written agreements to be executed to allow another Agency access to its system for file transfer purposes.

If the Interoperable Agency has access to the State of Florida's MFN (My Florida Network), file transfers should use this resource rather than the Internet.

1.5 File Naming Conventions

All files exchanged among interoperable Florida toll agencies follow the same file naming format.

For files in their non-zipped format, a four (4) byte alphabetic prefix identifies the type of content in the file. Following the prefix is the file's generation date and time using YYYYMMDD_HHMI format. The file extension identifies the two (2) digit agency code that created the file and a one (1) digit number that will indicate the daily numeric sequencing of the file type. If a file is created only once per day or rarer, the numeric sequence will be set to '0'. Alternative file extensions will be appended to designate that the file has been returned with file formatting errors or rejected records.

As an example: tttt_yyyymmdd_hhmi.NNn indicates the following:

Table 17 – File Name Definitions

Field	Description
tttt	File Type Prefix as defined in Table 19.
yyyymmdd_hhmi	Date and time of the file creation, where 'yyyy' is the four (4) digit year, 'mm' in the two (2) digit month, 'dd' is the two (2) digit day, 'hh'; HH is the hour in 24 hour format, and 'mi' is the two (2) digit minutes. For weekly and monthly files this field will be yyyymmdd_yyyymmdd indicating the beginning and ending date of the records contained in the file.
NN	Two (2) digit Agency Code of the Agency that created file as specified in Section 1.0.
n	'0' indicates a file type that is only produced once a day or rarer '1' – '9' indicates the numeric sequencing of a file type that is produced multiple times within the calendar day. Examples: Plaza files are only created once a day, so they will

Field	Description
	end with a '0'. 9010 Transaction files are created twice a day, so the first file of the day will end with '1' and the second file of the day will end with '2'.
_bbb (will be appended to the original filename)	"_ERR" if file contains rejected records "_REJ" if entire file is rejected

Zipped files will all have the extension of "ZIP" in lieu of the "NNn" file extension. All other fields after the file creation date and time of the files contained within the ZIP file will be dropped. As an example: tttt_yyyymmdd_hhmi.ZIP contains the zipped file of the file described above.

Directory Structure - In order to maintain consistency for file transfers among interoperability partners, the following OpenVMS logicals were defined to support all file transfers. Depending on the nature of the file transfers (push/pulls), creation of all the directories may not be necessary.

Table 18 – File Directory Structure

Logical	Purpose
agencyname_INCOMING_TRANSFER	Working directory to contain files while they are being copied/FTP'd.
agencyname_INCOMING_READY	Files in this directory are ready to be processed.
agencyname_INCOMING_PROCESSED	Files in this directory have already been processed. This directory may not be used depending on the receiving agency's internal processing.
agencyname_INCOMING_ERROR	Files in this directory are error and reject files.
agencyname_INCOMING_REPORTS	Files in this directory are report files.
agencyname_OUTGOING_TRANSFER	Working directory to contain files while they are being copied.
agencyname_OUTGOING_READY	Files in this directory are ready to be pulled by the receiving agency.
agencyname_OUTGOING_PROCESSED	Files in this directory have been pulled from the READY directory by the receiving agency.
agencyname_OUTGOING_ERROR	Files in this directory are error and reject files ready to be pulled by the receiving agency.

Logical	Purpose
agencyname_OUTGOING_REPORTS	Files in this directory are report files ready to be pulled by the receiving agency.

Note: The OUTGOING directories will not be necessary when all files are Pushed unless it aids an agency's internal processing.

1.6 File Types

There are two main types of files exchanged among interoperable agencies: data files and report files.

1.6.1 Data Files

Data files contain financial transactions, non-financial transactions and Information records. Report files are generated by file batch, daily, weekly and/or monthly to provide summary information that corresponds to financial transaction data files.

Table 19 – Data Files

File Prefix	File Content	Type of File
DISC	Rebate Transactions	Transaction - Financial
ITCK	9401 Ticket Transactions	Transaction – Financial
ITRN	9410 Non-Ticket Transactions	Transaction – Financial
IVFX	Initial Violation File	Transaction - Non-Financial
NODS	No Discount Transponder List	Information
PLAZ	Plaza Information File	Information
POSI	Transponder List	Information
PVFX	Processed Violation File	Transaction - Non-Financial
TICK	9001 Ticket Transactions	Transaction – Financial
TRAN	9010 Non-Ticket Transactions	Transaction – Financial
VLEF	Vehicle License Exchange File	Information

1.6.2 Error and Reject Files

Financial transactions or other data records that are rejected by the receiving agency will be returned to the originating agency. The complete record will be in the same format as the

original record with a two (2) or three (3) byte field appended to the end containing the reason for non-acceptance. See Appendix B for a list of FTE Reject Codes and Appendix A for a list of OOCEA/Lee County DOT Reject Codes.

If an entire file is rejected, a new file will be created with the "_REJ" extension added to the file extension. The "_ERR" extension will be added to the file extension if processing errors occurred only on specific records. In this case, the error file will contain only the rejected records.

1.6.3 Report Files

Transaction file processing results are reported by three different points of view or report types. See Appendix E for Sample Reports.

Table 20 – Report Files

Report Type	Report Title	Type of Data Reported
PLZ	PLAZA SUMMARY REPORT	Reports transaction counts per plaza for a time period.
REC	REJECTION SUMMARY REPORT	Reports summary counts of rejected transactions. For the TRAN and TICK report, it also reports on payable versus non-payable transactions.
SUM	BATCH SUMMARY REPORT	Reports summary counts of transactions processed per batch for a time period.

Report Files, their naming conventions, and the frequency by which they are run are detailed below.

Table 21 – Report Files Frequency

Report File	Report File Name	Frequency
ITRN_PLZ	ITRN_PLZ_yyyymmdd_yyyymmdd.aan	weekly/monthly - generated files (not FTE)
	ITRN_PLZ_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	ITRN_PLZ_yyyymmdd_hhmm.aan	per file (2 per day) - generated files (not FTE)
	ITRN_PLZ_yyyymmdd_hhmm.aan	per file (2 per day) - loaded files

Report File	Report File Name	Frequency
ITRN_REC	ITRN_REC_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	ITRN_REC_yyyymmdd.aan	per file (2 per day) - loaded files
ITRN_SUM	ITRN_SUM_yyyymmdd_yyyymmdd.aan	weekly/monthly - generated files (not FTE)
	ITRN_SUM_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	ITRN_SUM_yyyymmdd_hhmm.aan	per file (2 per day) - generated files (not FTE)
	ITRN_SUM_yyyymmdd_hhmm.aan	per file (2 per day) - loaded files
IVFX_PLZ	IVFX_PLZ_yyyymmdd_hhmm.aan	per file (2 per day) - generated files
IVFX_REC	IVFX_REC_yyyymmdd_hhmm.aan	per file (2 per day) - generated files
IVFX_SUM	IVFX_SUM_yyyymmdd_hhmm.aan	per file (2 per day) - generated files
TICK_PLZ	TICK_PLZ_yyyymmdd_yyyymmdd.aan	weekly/monthly - generated files (not FTE)
	TICK_PLZ_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	TICK_PLZ_yyyymmdd_hhmm.aan	per file (2 per day) - generated files (not FTE)
	TICK_PLZ_yyyymmdd_hhmm.aan	per file (2 per day) - loaded files
TICK_REC	TICK_REC_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	TICK_REC_yyyymmdd.aan	per file (2 per day) - loaded files
TICK_SUM	TICK_SUM_yyyymmdd_yyyymmdd.aan	weekly/monthly - generated files (not FTE)
	TICK_SUM_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	TICK_SUM_yyyymmdd_hhmm.aan	per file (2 per day) - generated files (not FTE)
	TICK_SUM_yyyymmdd_hhmm.aan	per file (2 per day) - loaded files
TRAN_PLZ	TRAN_PLZ_yyyymmdd_yyyymmdd.aan	weekly/monthly - generated files (not FTE)
	TRAN_PLZ_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	TRAN_PLZ_yyyymmdd_hhmm.aan	per file (2 per day) - generated files (not FTE)
	TRAN_PLZ_yyyymmdd_hhmm.aan	per file (2 per day) - loaded files

Report File	Report File Name	Frequency
TRAN_REC	TRAN_REC_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	TRAN_REC_yyyymmdd.aan	per file (2 per day) - loaded files
TRAN_SUM	TRAN_SUM_yyyymmdd_yyyymmdd.aan	weekly/monthly - generated files (not FTE)
	TRAN_SUM_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files

1.7 File Transfer Process

The interoperability partners have agreed that the preferred method of file transfers will be for the originating agency to Zip, then Push all files to the receiving agency. However, due to constraints during the initial development of the interfaces, there is currently a mixture of zip/unzipped and Push (FTP put) /Pulls (FTP get). All new file exchanges will follow the agreed to standard (Zip/Push). Pre-existing file exchanges not conforming to the newer standard will be converted as resources are available.

The following table defines the terminology used for the tables that follow below.

Table 22 – File Transfer Terminology

File Transfer Method	Description
Pushed	Originating Agency Pushes the file to the Receiving Agency.
Not Pushed	Receiving Agency must Pull the file from the Originating Agency.
Zipped	Originating Agency has zipped the file.
Not Zipped	Originating Agency has not zipped the file.

The following tables define the method of transfer for the different types of files exchanged. The tables are oriented by the point of view of the originating agency.

Table 23 – Data File Transfer Method

	Originated by FTE	Originated by LEEWAY	Originated by OOCEA
File Type	Received by LEEWAY / OOCEA	Received by FTE / OOCEA	Received by FTE / LEEWAY
DISC	Not Pushed Not Zipped	Pushed Not Zipped	Pushed Not Zipped
ITCK	N/A	N/A	N/A
ITRN	Pushed	Pushed	Pushed

	Originated by FTE	Originated by LEEWAY	Originated by OOCEA
File Type	Received by LEEWAY / OOCEA	Received by FTE / OOCEA	Received by FTE / LEEWAY
	Zipped	Zipped	Zipped
IVFX	Pushed Zipped	Pushed Zipped	Pushed Zipped
NODS	Not Pushed Not Zipped	N/A	N/A
PLAZ	Not Pushed Not Zipped	Pushed Not Zipped	Pushed Not Zipped
POSI	Not Pushed Zipped	Pushed Not Zipped	Pushed Not Zipped
PVFX	Pushed Zipped	Pushed Zipped	Pushed Zipped
TICK	Not Pushed Not Zipped	N/A	N/A
TRAN	Not Pushed Not Zipped	Pushed Not Zipped	Pushed Not Zipped
VLEF	Pushed Zipped	Pushed Zipped	Pushed Zipped

Table 24 – Report File Transfer Method

	Originated by FTE	Originated by LEEWAY	Originated by OOCEA
Report Name	Received by LEEWAY / OOCEA	Received by FTE / OOCEA	Received by FTE / LEEWAY
ITRN_PLZ	Pushed Zipped	Pushed Zipped	Pushed Zipped
ITRN_REC	Pushed Zipped	Pushed Zipped	Pushed Zipped
ITRN_SUM	Pushed Zipped	Pushed Zipped	Pushed Zipped
IVFX_PLZ	n/a	Pushed Zipped	Pushed Zipped
IVFX_REC	n/a	Pushed Zipped	Pushed Zipped
IVFX_SUM	n/a	Pushed Zipped	Pushed Zipped
PVFX_PLZ	n/a	* See Note	
PVFX_REC	n/a	* See Note	n/a

	Originated by FTE	Originated by LEEWAY	Originated by OOCEA
Report Name	Received by LEEWAY / OOCEA	Received by FTE / OOCEA	Received by FTE / LEEWAY
PVFX_SUM	Pushed Zipped	* See Note	n/a
TICK_PLZ	Not Pushed Not Zipped	n/a	n/a
TICK_REC	Not Pushed Not Zipped	n/a	n/a
TICK_SUM	Not Pushed Not Zipped	n/a	n/a
TRAN_PLZ	Not Pushed Not Zipped	Pushed Not Zipped	Pushed Not Zipped
TRAN_REC	Not Pushed Not Zipped	Pushed Not Zipped	Pushed Not Zipped
TRAN_SUM	Not Pushed Not Zipped	Pushed Not Zipped	Pushed Not Zipped

* Note: File name of the IVFX reports are renamed to PVFX for FTE and Pushed and Zipped. The contents of the report are the same as the IVFX reports.

1.8 File Transfer Processing Flow

The current file transfer process is based on OpenVMS directory structures and logicals, since the initial interoperability partners were using OpenVMS at the time interoperability was established. A different file transfer methodology may be required in the future to communicate with any new interoperable Agency that is not using an OpenVMS operating system.

The File Transfer Process is designed to include a means by which a file cannot be processed by the receiving agency until it is fully copied or transferred. At the most basic level, the originating agency copies/ftp's the file to an interim directory (TRANSFER), and then renames it to the final directory (READY). This forces a file to be "inaccessible" to a receiving process until the copy is totally completed. A "rename" in OpenVMS is extremely fast while the data copy itself may take minutes depending on file size and connection speed.

When Pushing files, the originating agency will transfer the file to the INCOMING_TRANSFER directory on the receiving agency's server. When the ftp/copy is completed, the file will be renamed to the INCOMING_READY directory on the receiving agency's server. This way, the receiving agency can simply scan its INCOMING_READY directory and process any file that is present.

Once the receiving agency has processed the file, it should be moved to a Processed/Archive directory. If the file is moved to a Processed/Archive directory, it minimizes the opportunity for an individual file to be processed more than once.
When a receiving agency has Pulled a file from the originating agency's server, it should rename the file to the OUTGOING_PROCESSED directory on the originating agency's server to prevent processing the file again. This is important as it provides input to the originating agency that the file has been pulled.

The summary record in each file is used by the receiving agency to verify a complete file transfer. All Data File types must be processed by the receiving agency even if the file missed a scheduled transfer time, since the nature of the data in these types of file does not allow them to be skipped. However, if an Information File type is not available according to the transfer schedule, the receiving agency may proceed with its internal processing using the last file received from the originating agency with the option of processing the new file later.

1.9 File Transfer Timeline

Financial and Non-Financial Transaction and Information files are exchanged according to the schedule below. The timelines listed here are the deadline times by which a receiving agency expects to find a file ready for processing.
Files may be available prior to the times listed below. Any File Transfer failure should be reported to the receiving Agency's designated support personnel. If files are consistently missing their deadline times, the issue needs to be discussed among the interoperability partners.

Table 25 – File Transfer Time

File Name	File Description	Time
DISC	Monthly Rebate	Variable date and time based on the originating agency
ITCK	9401 Transactions	12:30 AM and 12:30 PM
ITRN	9410 Transactions	12:30 AM and 12:30 PM
IVFX	Initial Violation File	1:00 AM and 1:00 PM
NODS	No Discount Transponder File	Upon request
PLAZ	Plaza Information	1:00 AM
POSI	Transponder List	4:00 AM
PVFX	Processed Violation	5:00 AM and 5:00 PM
TICK	9001 Transactions	1:00 AM and 1:00 PM
TRAN	9010 Transactions	1:00 AM and 1:00 PM
VLEF	Vehicle License Plate Exchange	1:00 AM

1.10 File Standards

All files exchanged among Interoperable Home Agencies are required to comply with these specifications:

- All data file fields are in ASCII representation.
- The record formats described in the following sections describe the characteristics of the data when converted from binary format.
- All field sizes are in bytes.
- Alphabetic/alphanumeric fields must be upper case, left justified, and blank padded.
- Numeric fields are right justified, padded with leading zeroes.
- Line feed Records are terminated with a line feed character
- All file processing times will be in 24 hour time format.
- All revenue and rate amount fields will include an implied decimal between the second and third rightmost digits (Example: $11.55 is represented as '000001155').
- All data files will have a Trailer (Summary) Record as the last record of the file.
- The Trailer Record is required even if no data records are present.
- FTE will produce files in VMS Variable Record format. All other interoperable agencies will produce files in VMS Stream LF format.
- The binary ZIP format will be used for data files that are compressed prior to transfer.

Financial Transactions

Financial transactions are based on vehicle passage through a toll plaza and are exchanged among interoperable agencies to facilitate proper revenue transfer and maintain accurate customer records. Each agency groups these transactions by transaction type into files to be exchanged with other interoperable agencies.
While much of the data contained in the financial records is originated by the lane controller, each agency may revise the message prior to transmitting to other interoperable agencies in order to comply with the specifications described in this document.

There are three different types of financial records:

- A 9010 record is generated by all interoperable agencies for vehicle passage on their non-Ticket Systems. These records are exchanged in a TRAN file.
- A 9001 record is generated by FTE for vehicle exit passage on its Ticket System. FTE is the only interoperable agency originating this record type. These records are grouped and exchanged in a TICK file.
- A 9410 record is generated by all interoperable agencies to interchange I-Toll financial transaction information originating in non-Ticket lanes. These records are grouped and exchanged in a ITRN file.

Each financial record is preceded by a prefix that identifies the record type and originating source.

1.11 Financial Transaction Record Prefix Format

A financial record is prefixed with fields identifying the record type, sequence number, originating plaza, originating lane and vehicle passage date/time. The table below shows record prefix data fields for 9010, 9001, and 9410 financial transactions.

Table 26 – Financial Transaction Prefix Format

Field Name	Field Length in bytes	Format	Value Range
Message ID	4	NNNN	‘9001’, ‘9010’, ‘9410’
Message Sequence Number	4	NNNN	0000 – 9999
Plaza Code	6	NNNNNN	Must be in Plaza Info File
Lane Number	2	NN	
Lane Type Code	1	A	
Collector/Supervisor ID	4	NNNN	0000 – 9999

Field Name	Field Length in bytes	Format	Value Range
Year, Day of Year, Time	13	YYYYDDDHHMISS	Julian Day, 24 Hour Time

Message ID - Four (4) byte numeric value which identifies the record type.

Message Sequence Number – Four (4) byte numeric field which corresponds to a sequence number generated by the lane controller to identify the transaction for the vehicle transit passage through the lane. This field is set to '0000' by all agencies other than FTE.

Plaza Code - The six (6) byte numeric value identifying the specific Toll Plaza at which this transaction occurred. A Plaza Number must be included in the Plaza Information File to be valid. This code is also written to the transponder.

Lane Number – Two (2) byte numeric field that identifies the lane in which this transaction occurred. The Lane Number is written to the Allegro transponder. However, a value is not written to the eGo®Plus transponder.

Lane Type Code – One (1) byte alphabetic field which identifies the lane type. The Lane Type code is written to the Allegro transponder as a numeric value. A value is not written to the eGo®Plus transponder.

Collector/Supervisor ID – Four (4) byte numeric field which may identify the Toll Collector in the lane, or the Supervisor that opened the lane. If not available from the lane controller, a value of "0000" may be used. If the employee ID is available, this field is populated with the right most four digits of the number. This field will be padded with leading zeroes to create a four digit number, or by truncating longer identification fields to the low order four bytes, as necessary.

Year, Day of Year, Time - This is the Julian date and 24 hour formatted time of the vehicle passage through the exit lane. The date/time is formatted as YYYYDDDHHMISS, where YYYY is the four digit year, DDD is the day of the year, HH is the hour, MI is the minutes and SS is the seconds. This date/time is also written to the transponder as an encoded value.

1.12 9010 Financial Transaction Detail Record

An interoperable 9010 record is generated by an interoperable agency for exchange with other interoperable agencies for every vehicle passage through a non-Ticket toll lane where a transponder is present and the transponder status is active on the Transponder List. The 9010 financial record body contains the following fields in the table below.

Table 27 – 9010 Transaction Detail Record

Field Name	Field Length in Bytes	Format	Value Range
Message Prefix	34	See section 4.1	'9010….'
Transponder Identification			
Transponder Number	8	NNNNNNNN	
Agency/Group Code	2	NN	'01' – '99'
State/Region Code	2	NN	'10'
Current Balance	6	SNNNNN	'+00000'
Toll Amount Collected	4	NNNN	
Toll Amount Charged	4	NNNN	
Toll Amount Full	4	NNNN	
Low Battery Flag	1	N	'0' – '1'
Transponder Status	1	N	'1' – '6'
Low Balance Flag	1	N	'0' – '1'
Insufficient Funds Flag	1	N	Set to zero
Credit Serial Number	3	NNN	'000' or '255'
Credit Update Flag	1	N	Set to zero
Anti-Passback Code	2	NN	'00' – '02'
AVC Class	2	NN	'02' – '15'
Vehicle Class Code	2	NN	'02' – '15'
Revenue Type Code	2	NN	'00' - '06'
Violation Code	2	NN	
Reader Confirmation Code	2	NN	
Pass Used Flag	1	N	
Vault ID	6	NNNNNN	Set to zeros

1.12.1 Sample 9010 File


```
90100000000000303C00002009335114955094868120110+000000600060006000100000000020
20200000000000
90100000000000303C00002009335115245042071250110+000000600060006000100000
00002020200000000000
90100000000000302B00002009335120058094630100110+000000900090009000100000000030
20200000000000
90100000000000303C00002009335120059056991970110+000001200120012000100000000040
20200000000000
```

```
90100000000000303C00002009335120104056104370110+000000600060006000100000000020
20200000000000
. . .
SUMM20093351235040000000897000008710000002466000000246600200933500000020093335
115959
```

1.13 9001 Financial Transaction Detail Record

An interoperable 9001 record is generated by the FTE toll system, for exchange with other Interoperable agencies, for every vehicle passage through a Ticket exit toll lane where a transponder is present and the transponder status is active on the Transponder List. Only FTE creates a 9001 record. The 9001 record body contains the following fields in the table below.

Table 28 – 9001 Transaction Detail Record

Field Name	**Field Length in Bytes**	**Format**	**Value Range**
Message Prefix	34	See Section 4.1	‘9001…’
Entry Transaction Identification Number	4	NNNN	0 – 8191
Entry Plaza Code	6	NNNNNN	
Entry Lane Number	2	NN	
Entry Lane Type Code	1	A	
Entry Date	7	YYYYDDD	
Entry Time	6	HHMISS	
Ticket Serial Number	4	NNNN	‘0000’
Transponder Identification			
Transponder Number	8	NNNNNNNN	
Agency/Group Code	2	NN	’01’ - ‘09’
State/Region Code	2	NN	‘10’
Not used	3	NNN	‘000’
Manual Card Entry Indicator	1	N	‘0’
Manual Ticket Entry Indicator	1	N	‘0’
Current Balance	6	SNNNNN	‘+00000’
Method of Payment	1	N	‘2’
Revenue Type Code	2	NN	‘00’ – ‘06’
Toll Amount Full	5	NNNNN	
Toll Amount Charged	5	NNNNN	

Field Name	Field Length in Bytes	Format	Value Range
Toll Amount Collected	5	NNNNN	
Closed Lane Flag	1	N	‘0’ or ‘1’
Class Mismatch Flag	1	N	‘0’ or ‘1’
AVI Read Failure Flag	1	N	‘0’ or ‘1’
AVI Write Failure Flag	1	N	‘0’ or ‘1’
Vehicle in Lane Flag	1	N	‘0’ or ‘1’
Invalid Transponder Flag	1	N	‘0’ or ‘1’
Transponder Status	1	N	‘1’ – ‘4’
Low Battery Flag	1	N	‘0’ or ‘1’
Low Balance Flag	1	N	‘0’ or ‘1’
Insufficient Funds Flag	1	N	‘0’
Credit Serial Number	3	NNN	‘000’ or ‘255’
Credit Update Flag	1	N	‘0’
Anti-Passback Code	2	NN	‘00’ – ‘02’
AVC Class	2	NN	‘02’ – ‘15’
Vehicle Class Code	2	NN	‘02’ – ‘15’
Forward Treadle Count	2	NN	
Reverse Treadle Count	2	NN	
Ticket Type Code	1	N	‘4’
Unusual Occurrence Code	2	NN	See Section 4.6
Reader Confirmation Code	2	NN	See Section 4.6
Pass Used Flag	1	N	‘0’

1.13.1 Sample 9001 File

```
9001000000420008Z000020093440553008043004100 01Y20093440344350000006034580510 0
0000+000        0020201090010900109000001010000000000202000040000 0
9001000000420008Z000020093440552263157004161 01Y20093440535580000010791380510 0
0000+000002020040000400004000000101000000000050500004000 00
9001000000420008Z000020093432339040338004100 03Y20093432116180000150005240510 0
0000+000002020272502725027250000101000000000050500004000 00
. . . .
SUMM20093441208000000001094000083061500008306150000830615200934400000020093 44
115959
```

1.14 9410 Financial Transaction Detail Record

An interoperable 9410 record represents an I-Toll through a non-Ticket toll lane and is generated when an agency is able to associate a vehicle license plate captured by its Violation

Processing System with a valid customer account held by another agency. This record format is the same as the 9010 record with four additional fields appended at the end of the record.

Table 29 – 9410 Transaction Detail Record

Field Name	Field Length in bytes	Format	Value Range
9010 record fields			
Vehicle License Plate Number	10	AAAAAAAAAA	
Vehicle License State	2	AA	See Table 34.
Vehicle License Type	4	AAAA	
Administrative Fee	4	NNNN	

1.14.1 Sample 9410 File

```
9410000000000405C000020093280729490936700401 10+00000020002000200010000000020
20100000000000680XSM    FLRGR 0000
9410000000000406C000020093281327360442105801 10+00000020002000200010000000020
20100000000000T779HV    FLRGR 0000
9410000000000406C000020093281751320936700401 10+00000020002000200010000000020
20100000000000680XSM    FLRGR 0000
. . . .
SUMM200933512450400000000240000005600000000056000000000560020093350000002009335
115959
```

1.15 Financial Transaction Detail Record Field Definitions

Definitions for the Financial Transaction Detail Record Fields are listed below in alphabetical order:

Administrative Fee - (4) byte numeric field specifying the dollar amount of any additional fee charged by the initiating Agency for the I-Toll. A decimal point is implied between the second and third characters.

Anti-Passback Code - A two (2) byte numeric value which may be used to indicate the value initially read from the transponder's Read-Write page as it enters the lane. This information may not be recorded by some interoperable lanes and in this case, a value of '00' will be used in the financial transaction. However, the anti-passback value '02' will always be written to all transponders by interoperable Florida toll agencies as the transponder leaves the non-Ticket lane's RF zone. The values possible in the financial record field are listed in the table below.

Table 30 – Antipassback Codes

Anti-Passback Code	Description
00	New Transponder, First use or Not Available
01	Ticket plaza entry lane (FTE only)
02	Ticket exit and all non-Ticket lane
03	Not Used

AVC Class - A two (2) byte numeric value indicating the lane controller derived axle count for the vehicle. Valid values in this field are '02' through '15'.

AVI Read Failure Flag – One (1) digit value set to '1' if a failure occurred during a transponder read and set to '0' if no read failure occurred. An associated Reader Confirmation Code (RCC) value will be '01' or '02' if the value in this field is '1'.

AVI Write Failure Flag - One (1) digit value set to '1' if a failure occurred during a transponder write attempt and set to '0' if no write failure occurred. An associated Reader Confirmation Code (RCC) value will be '12' if the value in this field is '1'.

Class Mismatch Flag - One (1) digit value set to '0' if the AVC axle count and the Vehicle Class on the Transponder List are the same and set to '1' if there is a difference.

Closed Lane Flag - One (1) digit value indicating the status of the lane at the time of vehicle passage. This value is set to '0' if the transaction occurred when the lane was open and set to '1' if the lane was closed.

Credit Serial Number - This three (3) byte numeric field reflects the actual value written to the Credit Update Serial Number on transponder's Read-Write page on Allegro transponders. For Allegro transponders with a Revenue Type code value of '01' on the Transponder List, the value '255' is written. For all other Revenue Types and for all eGo®Plus transponders, this value is '000'. The value read from the transponder is not used to determine the value placed in this field.

Credit Update Flag - This one (1) byte numeric field is set to '0'. The value read from the transponder is no longer used to determine the value placed in this field.

Current Balance - This is a six (6) byte numeric field, set to '+00000' since the balance is no longer retained on the transponder.

Entry Date – Seven (7) byte Julian date (YYYYDDD) obtained by converting the numeric value read from the vehicle transit field on the transponder's Read/Write page as it enters a Ticket exit lane. This field corresponds to the date the transponder travelled through an entry lane when it entered the FTE Ticket System and is included in the Ticket exit lane transaction for reference purposes. The Year value read from the transponder must be added to the value '1995' to determine current year.

Entry Lane Number - Two (2) byte numeric value read from the vehicle transit field on the transponder's Read/Write page as it enters the Ticket exit lane. This field corresponds to the Ticket entry lane number the transponder travelled through when it entered the FTE Ticket System and is included in the Ticket exit lane transaction for reference purposes. This value will be set to '00' for all eGo®Plus transponder, since lane number information is not available on this transponder type.

Entry Lane Type Code – One (1) byte alphabetic value obtained by converting the numeric value read from the vehicle transit field on the transponder's Read/Write page as it enters the Ticket exit lane. This field corresponds to the Ticket entry lane type the transponder traveled through when it entered the FTE Ticket System and is included in the Ticket exit lane transaction for reference purposes. This value will be set to '0' for all eGo®Plus transponders, since the lane type information is not available on this transponder type. See Table 7.

Entry Plaza Code - Six (6) byte numeric value read from the vehicle transit field on the transponder's Read/Write page as it enters the Ticket exit lane. This field corresponds to the Ticket entry plaza the transponder travelled through at entry to the Ticket System and is included in the Ticket exit lane transaction for reference purposes.

Entry Time - Six (6) byte numeric time (HHMISS) read from the vehicle transit field on the transponder's Read/Write page as it enters the Ticket exit lane. This field corresponds to the Ticket entry time the transponder travelled through at entry to the Ticket System and is included in the Ticket exit lane transaction for reference purposes.

Entry Transaction Identification Number - Four (4) byte numeric value read from the vehicle transit field on the transponder's Read/Write page as it enters the Ticket exit lane. This field corresponds to the transaction when the transponder entered the Ticket System and is included in the Ticket exit lane transaction for reference purposes.

Forward Treadle Count - Two (2) digit value indicating the number of forward treadles detected during the vehicle's passage.

Insufficient Funds Flag - This one (1) byte numeric field is set to '0'.

Invalid Transponder Flag - One (1) digit value set to “1” if the associated transponder status on the Transponder List is anything other than ‘01’ and set to ‘0’ if the status is ‘01’.

Low Balance Flag - A one (1) byte numeric field indicating the associated Low balance flag field that was found on the Transponder List at the time of lane processing. A low balance condition is indicated with a ‘1’; if no low balance exists, the value of this field will be ‘0’.

Low Battery Flag - If a low battery was detected on an Allegro transponder, this value is ‘1’. If a low battery condition was not detected in the lane, this value is ‘0’. For eGo®Plus transponders, this value is always ‘0’. This field reflects the actual value written to the transponder.

Manual Card Entry Indicator - One (1) digit value, set to ‘0’ for all interoperable financial transactions.

Manual Ticket Entry Indicator - One (1) digit value, set to ‘0’ for all interoperable financial transactions.

Method of Payment - One (1) digit value, set to ‘2’ indicating “AVI” method of payment for all interoperable financial transactions.

Pass Used Flag - A one (1) byte alphanumeric field set to zero ‘0’. Interoperable Florida toll agencies, other than FTE facilities, do not support this feature. Pass Used transponders (Revenue Type ‘05’ and ‘06’) are only valid for use at specific FTE facilities.

Reader Confirmation Code - A two (2) byte numeric field containing a value indicating if the transponder read or write has been successful.

Table 31 – Reader Confirmation Codes

Reader Confirmation Code	Description
00	Transaction successful
01	Unable to read Read-Only Page
02	Unable to read Read-Write Page
12	Unable to write Read-Write Page
16	Internal state error
99	Unable to send General Acknowledgement

Revenue Type Code – A two (2) byte numeric value obtained from the Transponder List which associates the transponder to the type of account established for the customer or to designated FTE specialty passes. See Section 7.3 for a description of valid field values.

Reverse Treadle Count - Two (2) digit value indicating the number of reverse treadles detected during the vehicle's passage.

Ticket Serial Number - Four (4) digit entry ticket serial number, set to '0000' for all interoperable financial transactions.

Ticket Type Code - One (1) digit code set to '4' indicating the ticket type code as 'AVI'

Toll Amount Collected - This numeric field is normally set equal to the Toll Amount Charged field. However, if the Revenue Type is greater than '02' on the Transponder List or the Transponder Status is other than active on the Transponder List, this amount is set to zero. A decimal point is implied between the second and third characters from the right. Only the 9001 financial transaction uses a field size of five (5) bytes; all other financial transactions use four (4) bytes.

Toll Amount Charged - This numeric field contains the toll after any applicable in-lane discount has been applied. This field is populated for all transponders. There is an implied decimal point between the second and third characters from the right. Only the 9001 financial transaction uses a field size of five (5) bytes; all other financial transactions use four (4) bytes.

Toll Amount Full - This numeric field contains the toll without any applicable in-lane discounts applied and is currently set to equal the toll amount charged. This field is populated for all interoperable financial transactions. An implied decimal point is between the second and third characters from the right. Only the 9001 financial transaction uses a field size of five (5) bytes; all other financial transactions use four (4) bytes.

Transaction Entry Number - Four (4) digit Transaction Identification Number read from the transponder's Read/Write page as it enters the lane.

Transponder Identification Number – This is a twelve (12) byte numeric field, containing the eight (8) digit unique transponder number, the two (2) digit Agency/Group number and two (2) digit State/Region Code. See Section 2.0.

Transponder Status – One (1) byte numeric field indicating the Transponder Status associated with the transponder on the Transponder List at the time of lane processing.

Table 32 – Transponder Status Codes (Transaction)

Transponder Status Description	Value

Active (Valid)	‘1’
Lost/Stolen	‘2’
Returned	‘3’
Terminated	‘4’
Suspended (not used by FTE)	‘5’
Issued, not Activated	‘6’

Unusual Occurrence Code - Two (2) digit value indicating any unusual occurrence condition detected during the vehicle’s passage and may be used to determine if the 9001 is rejected, based on business rules for each interoperable agency.

Table 33 – Unusual Occurrence Codes

Unusual Occurrence Code	Description
00	No unusual occurrence
12	Greater than 12 hours on Turnpike – MAXIMUM Toll Amount
13	No entry or invalid transaction on transponder
15	Exit with conversion on Ticket at Entry
25	Class exception
32	Plaza U-Turn less than maximum time allowed for a U-Turn at the Plaza
34	Plaza U-Turn greater than the maximum time allowed for the Plaza
45	SunPass vehicle at exit, equipment malfunction
55	Good transaction follows a RCC-12
82	Transaction in closed lane
83	Zero-fare override transaction
84	AVC outside normal valid range
85	No AVC or treadle count
86	Revenue calculated to raw treadle count
87	Transaction has a negative treadle count
88	Transaction time out
90	Vehicle Class greater than the AVC

Vault ID - A six byte numeric field set to ‘000000’.

Vehicle Class Code - A two (2) byte numeric value obtained from the Transponder List which is used by the lane controller as the default AVC Class when the AVC is not functioning properly. Valid values are '02' through '15'.

Vehicle in Lane Flag - One (1) digit value set to "1' if a vehicle was detected in the lane during the transponder write process and set to '0' if no vehicle was detected.

Vehicle License Plate Number – Ten (10) character alphanumeric field identifying a unique vehicle license plate that was recognized in the vehicle image captured in a violation image.

Vehicle License Plate State – Two (2) character upper case alphabetic field identifying the abbreviation for the U.S. State, Canadian province or U. S. Territory that issued the vehicle license plate.

Table 34 - State Abbreviation Codes

State	State Abbreviation Code	State	State Abbreviation Code
Alabama	AL	Ohio	OH
Alaska	AK	Oklahoma	OK
Arizona	AZ	Oregon	OR
Arkansas	AR	Pennsylvania	PA
California	CA	Rhode Island	RI
Colorado	CO	South Carolina	SC
Connecticut	CT	South Dakota	SD
Delaware	DE	Tennessee	TN
District of Columbia	DC	Texas	TX
Georgia	GA	Utah	UT
Florida	FL	Vermont	VT
Hawaii	HI	Virginia	VA
Idaho	ID	Washington	WA
Illinois	IL	West Virginia	WV
Indiana	IN	Wisconsin	WI
Iowa	IA	Wyoming	WY
Kansas	KS	Puerto Rico	PR
Kentucky	KY	U S Virgin Islands	VI
Louisiana	LA	Armed Forces Pacific	AP
Maine	ME	Armed Forces Europe	AE
Maryland	MD	Armed Forces America	AA
Massachusetts	MA	Canada	EH

State	State Abbreviation Code	State	State Abbreviation Code
Michigan	MI	Alberta	AB
Minnesota	MN	British Columbia	BC
Mississippi	MS	Manitoba	MB
Missouri	MO	New Brunswick	NB
Montana	MT	Newfoundland and Labrador	NL
Nebraska	NE	Northwest Territories	NT
Nevada	NV	Nova Scotia	NS
New Hampshire	NH	Nunavut	NU
New Jersey	NJ	Ontario	ON
New Mexico	NM	Prince Edward Island	PE
New York	NY	Quebec	QC
North Carolina	NC	Saskatchewan	SK
North Dakota	ND	Yukon	YT

Vehicle License Plate Type –Four (4) character upper case alphabetic field identifying the type of license plate. This field is left justified, blank padded and is set to 'RGR' for plates issued by the State of Florida. For all non-Florida license plates, this field is space filled.

Violation Code - A two (2) byte numeric value indicating specific lane processing conditions which may be used to determine if the financial transaction is rejected, based on business rules established among interoperable agencies. If no violation code applies, then a value of '00' will be placed in this field. Codes are padded with leading zeroes, as necessary, to create a two byte numeric field. If two or more of the indicated violation conditions exist, individual agency business rules determine which code will be included in the financial transaction.

Table 35 – Violation Codes

FTE Violation Code	OOCEA and Lee County Violation Code	Description	Comments
00	00	No Violation	No Violation Occurred
02	02	Insufficient Balance	Not currently used.

FTE Violation Code	OOCEA and Lee County Violation Code	Description	Comments
03	03	Class Mismatch	Transponder vehicle classification less than the AVC, and the lane's classification system is not operational.
04	Not Used	Lane Closed	Transponder is read when the lane is closed.
05	05	Read Failure	A failure occurs reading the transponder.
06	06	Write Failure	A failure occurs writing data to the transponder.
Not Used	11	Transponder Not on List	Transponder is not found on the Transponder List.
07	12	Lost/Stolen Transponder	Transponder is found on the Transponder List with a Transponder Status of '2'.
Not used	13	Stolen Transponder	Transponder is found on the Transponder List with a Transponder Status of '2'.
07	Not used	Returned Transponder	Transponder is found on the Transponder List with a Transponder Status of '3'.
07	15	Terminated Transponder	Transponder is found on the Transponder List with a Transponder Status of '4'.
07	Not used	Issued but not Yet Activated	Transponder is found on the Transponder List with a Transponder Status of '6'.
07	14	Suspended Transponder (No longer used by FDOT)	Transponder is found on the Transponder List with a Transponder Status of '5'.
08	16	Bad Data on Transponder	Bad data is detected on the transponder that prevents it from being processed properly.
20	Not Used	Pass Not Paid	Applies to Pass Only systems.

FTE Violation Code	OOCEA and Lee County Violation Code	Description	Comments
21	Not Used	Invalid Revenue Type	Transponder is found on the Transponder list with a Revenue Type ‘5’, ‘6’ or ‘7’.
54	54	Transponder Read with no Vehicle in Lane	In-lane equipment indicated a transponder is read, but no vehicle was detected.
79	Not Used	eGO®Plus CHKSUM bad	Computed CHKSUM does not match CHKSUM read from transponder
83	Not Used	Zero fare over-ride condition	Lane is in Event mode and no toll is expected to be paid, such as would be the case during emergency evacuations.

1.16 Financial Transaction File Trailer Record

A Trailer Record which summarizes the contents of the file is appended to the end of each financial transaction file. A single Trailer Record is included in each file, regardless of the number of individual records included in the file. The Trailer Record is blank padded (0x20) to the full width of the financial data record length in the file it follows. If the summary record values do not match actual detail totals, the entire file is rejected by the receiving Agency. A Trailer Record is expected even if there are no detail records in the file.

Table 36 – Financial Transaction File Trailer Record

Field Name	Field Length in bytes	Format	Value Range
Record Identifier	4	AAAA	‘SUMM‘
File Generation Date	13	YYYYDDDHHMISS	
Total Number of Transactions	10	NNNNNNNNNN	
Total Toll Amount Collected	10	NNNNNNNNNN	
Total Toll Amount Charged	10	NNNNNNNNNNN	

Field Name	Field Length in bytes	Format	Value Range
Total Toll Amount Full	10	NNNNNNNNNNN	
File Posting Date Start Time	13	YYYYDDDHHMISS	
File Posting Date End Time	13	YYYYDDDHHMISS	
Padding	To length of detail record	XXX…X	Blank (0x20)

Record Identifier – Four (4) byte alphabetic field that is set to “SUMM” to identify this record as the Trailer Record.

File Generation Date – A thirteen (13) byte numeric indicating the date and time when the financial file was generated. This field is formatted as YYYYDDDHHMISS, where YYYY is the four digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds.

Total Number of Transactions - A ten (10) byte numeric field containing the number of financial transaction records contained in the file.

Total Toll Amount Collected - A ten (10) byte numeric field containing the sum of the Toll Amount Collected fields in the financial transaction records contained in the file. A decimal point between the eighth and ninth bytes is implied. The field is right justified and padded with leading zeroes, as necessary. Example: $1,593.44 is encoded as “0000159344”.

Total Toll Amount Charged – A ten (10) byte numeric field containing the sum of the Toll Amount Charged field in the financial transaction records contained in the file. A decimal point between the eighth and ninth bytes is implied. The field is right justified and padded with leading zeroes, as necessary. Example: $1,593.44 is encoded as “0000159344”.

Total Toll Amount Full – A ten (10) byte numeric field containing the sum of the Toll Amount Full fields in the financial transaction records contained in the file. A decimal point between the eighth and ninth bytes is implied. The field is right justified and padded with leading zeroes, as necessary. Example: $1,593.44 is encoded as “0000159344”.

File Posting Date Start Time – A thirteen (13) byte numeric exit date and time of the earliest transaction in the file. It is formatted as YYYYDDDHHMISS, where YYYY is the four digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds.

File Posting Date End Time – A thirteen (13) byte numeric exit date and time of the latest transaction in the file. It is formatted as YYYYDDDHHMISS, where YYYY is the four digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds.

1.17 Toll Credit Adjustment Transaction Record

Toll credit adjustments are used to notify an interoperable agency that an adjustment was made to a financial transaction that was previously processed to ensure the accuracy of customer account balances and adjust revenue distribution amounts. A toll credit adjustment financial record is created by an interoperable agency when the associated account is maintained by another agency and may be necessary due to:

- Overcharge due to an incorrect toll fare table being used
- Hurricane or other emergency evacuation
- Toll suspension due to other than evacuation
- Equipment malfunction
- Other miscellaneous system/lane problem

Some agencies may agree to exchange manually created Toll Credit Adjustment files to modify a previously processed interoperable financial transaction. The format of this manually created exchange is more relaxed than other interoperability file formats. Only key data fields required to identify the financial transaction to be adjusted are included in this information exchange.

A manually created Toll Credit Adjustment File is not intended to be processed automatically nor transferred via the normal communications mechanism required. A manual Toll Credit Adjustment file is emailed as an attachment between the appropriate agencies; therefore, the file does not adhere to the file naming conventions specified in Section 3.0. There is no Header or Trailer Record associated with a Manual Toll Credit Adjustment File exchange.

1.17.1 Manual Toll Credit Adjustment Detail Record

A Manual Toll Credit Adjustment File is in Excel format with fixed width record fields, separated by spaces, so that standard query tools such as SQLPLUS can easily be used by agencies to produce the file. The ordering of the fields and the consistency of the data is the key to this format. The detail record includes information from the original financial transaction with an appended adjustment amount.

Table 37 – Toll Credit Adjustment Detail

Field Name	Field Length	Format	Value
Transponder Identification			

Field Name	Field Length	Format	Value
Transponder Number	8	NNNNNNNN	From the original financial transaction.
Agency/Group Code	2	NN	
State/Region Code	2	NN	
Plaza Code	6	NNNNNN	
Lane Number	2	NN	
Exit Date and Time	19	mm/dd/yyyy hh24:mi:ss	
AVC Class	2	NN	'02' – '15'
Refund Amount	13	snn…n9.99	Signed amount to be to be applied as an adjustment including the decimal point

1.17.2 Manual Toll Credit Adjustment Detail Record Field Definitions

Transponder Identification – This is a twelve (12) byte numeric field, containing the eight (8) digit unique transponder number, the two (2) digit Agency/Group number and two (2) digit State/Region Code. See Section 2.0.

Plaza Code - The six (6) byte numeric value identifying the specific Toll Plaza at which this transaction occurred.

Lane Number – Two (2) byte numeric field that identifies the lane in which this transaction occurred.

Exit Date and Time - This is the date and 24 hour formatted time of the original vehicle passage through the lane. The date is formatted as mm/dd/yyyy, where mm is the two digit month, dd is the two digit day of the month and yyyy is the four digit year. There is a space between the date and time, where time is formatted as hh:mi:ss where hh is the two digit hour in 24 hour format, mi is the minutes and ss is the seconds.

AVC Class - A two (2) byte numeric value indicating the corrected axle count for the vehicle.

Refund Amount - Signed amount to be to be applied to the transponder balance as an adjustment, right justified, including a decimal point.

1.17.3 Sample Toll Credit Adjustment File

TRANSP ID PLAZA LANE Date Time AVC Refund Amt

007400010510	001700	18	10/23/2005	20:49:26	02	1.00
008785990510	001700	18	10/23/2005	21:21:22	02	1.00
009603040510	001700	18	10/24/2005	09:02:32	02	1.00
008196740510	001700	18	10/24/2005	19:19:15	02	1.00
008431130510	001700	18	10/24/2005	20:39:26	02	1.00
005741070510	001700	18	10/24/2005	21:24:01	05	4.00

Note that column headings may contain different text, depending upon how the file is generated by each agency, but the information provided will contain the specified information.

Rebate Programs

An interoperable agency may refund a portion of the tolls previously paid by customers, based on the volume of individual transponder usage at its facilities during a calendar month. For the purposes of interoperability and this document, "rebate" refers to monthly volume discount programs established by an interoperable Agency and does not relate to any in-lane discounted toll rate which may be in effect at the time of vehicle passage. Monthly usage is based on the transaction host posting date and not the exit date and time of the lane transaction.

When the rebate is due to a customer whose transponder-based account is held by another Home Agency, a Rebate Record must be generated and exchanged to facilitate proper revenue transfer and maintain accurate customer records. Rebate records are generated for each eligible transponder and are grouped into a monthly Rebate File (DISC) for submission to each Home Agency to which a rebate is provided.

The DISC contains a record for each transponder which is deemed eligible for a rebate and contains information related to the transactions that qualified the transponder for the rebate. A record is present in the DISC for each rebate program that a transponder has qualified for; therefore, a single transponder could have more than one record in the DISC if it has met the eligibility requirements for more than one discount program.

Each DISC contains a Header Record to identify the rebate date and a Trailer Record which summarizes the contents of the file. A single Trailer Record is included in each file, regardless of the number of individual records in the file.

An Interoperable Agency which has no active rebate program is not required to produce a Rebate File, but each Home Agency can potentially receive and process Rebate Files from other Interoperable Agencies that do have rebate programs. Transponders that would normally qualify for a monthly rebate that are associated to a third party Rental Car Program administered by an agency are excluded from the DISC file.

1.18 Rebate File Header Record

A Header Record is inserted as the first record in the DISC File which indicates the month and year that was used to calculate the rebates contained in the file. The Header Record is padded with filler "*" characters after the date field to the full width of the Detail Rebate Record length in the file.

Table 38 – Rebate File Header Record

Field Name	Field Length in bytes	Format	Value Range
Record Identifier	4	AAAA	‘DHDR‘
Rebate Month	6	YYYYMM	
Padding	49	***…*	“*” (0x49a)

Record Identifier - Four (4) byte alphabetic field that is set to “DHDR” to identify this record as the Rebate File Header Record.

Rebate Month – A six (6) byte numeric indicating the year and month in which the toll transactions that generated the usage that the rebate is based, where YYYY is the four (4) digit year and MM is the two (2) digit month.

Table 39 – Rebate File Detail Record

Field Name	Field Length in bytes	Format	Value Range
Record Identifier	4	AAAA	‘DISC‘
Transaction Date	13	YYYYDDDHHMISS	
Transponder Identification			
Transponder Number	8	NNNNNNNN	
Agency/Group Code	2	NN	
State/Region Code	2	NN	‘10’
Number of Qualifying Transactions	8	NNNNNNNN	
Total Toll Amount Charged	10	NNNNNNNNNN	
Rebate due the transponder	10	NNNNNNNNNN	
Rebate Code	2	NN	

Record Identifier – Four (4) byte alphabetic field that is set to “DISC” to identify the record as a Detail Rebate Record.

Transaction Date -Thirteen (13) byte numeric, formatted as YYYYDDDHHMISS, where YYYY is the four (4) digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds. This is the date the rebate record is generated.

Transponder Identification Number – This is a twelve (12) byte numeric field, containing the eight (8) digit unique transponder number, the two (2) digit Agency/Group number and the two (2) digit State/Region Code. See Section 2.0.

Number of Qualifying Transactions - Eight (8) byte numeric, indicating the total number of transactions that occurred during the associated month upon which the rebate is based.

Total Toll Amount Charged - Ten (10) byte numeric field containing the sum of the Toll Amount Charged field in the qualifying transaction records upon which the rebate is based. A decimal point between the eighth and ninth bytes is implied. Example: $10.75 is encoded as "0000001075".

Rebate Due the Transponder - Ten (10) byte numeric field indicating the dollar amount of the monthly rebate. A decimal point between the eighth and ninth bytes is implied. Example: $10.75 is encoded as "0000001075".

Rebate Code - Two (2) byte numeric field indicating the rebate program to which the rebate amount applies as indicated in the table below.

Table 40 – Rebate Codes

Rebate Code	Agency	Value
02	FTE	10% with 40 transactions
07	FTE	50% with 30 transactions for 2 axle vehicles
04	OOCEA	5% with 40 - 79 transactions 10% with 80 or more transactions
11	Osceola	5% with 40 – 79 transactions 10% with 80 or more transactions

FTE rebate programs are based on usage of an individual transponder at specific toll plazas. A customer may qualify for one or more of the programs. A rebate record will be sent for each transponder eligible for each rebate program. Transactions through the following plazas count

toward the 10% rebate if 40 or more transponder transactions have been paid during the month.

Table 41 – FTE Rebate Programs

FTE Plaza Code	Plaza Name	Rebate Amount	Rebate Qualification
101300	Pinellas Bayway Main	10%	40 transactions, if pass not used
101310	Pinellas Bayway II	10%	40 transactions, if pass not used
101320	Pinellas Bayway IV	10%	40 transactions, if pass not used
101400	Sunshine Skyway North	10%	40 transactions, vehicles with 3+ axles
101500	Sunshine Skyway South	10%	40 transactions, vehicles with 3+ axles
101900	Garcon Point Bridge	50%	30 transactions, only 2 axle vehicles

OOCEA's Rebate program is based on the total number of transactions by an individual transponder through any OOCEA toll plaza during a calendar month. The Osceola Rebate is based on monthly transactions made at the Osceola Parkway plaza.

1.19 Rebate File Trailer Record

A Rebate File Trailer Record which summarizes the contents of the file is appended to the end of each DISC file. A single Trailer Record is included in each file, regardless of the number of individual records included in the file. The Trailer Record is padded with 2 filler "*" (0x2a) characters after the last data field. If the Trailer Record values do not match actual detail totals, the entire file is rejected by the receiving agency.

Table 42 – Rebate File Trailer Record

Field Name	Field Length in bytes	Format	Value Range
Record Identifier	4	AAAA	'SUMM'
Rebate File Generation Date	13	YYYYDDDHHMISS	
Total Number of Rebate Records in the file	10	NNNNNNNNNN	

Field Name	Field Length in bytes	Format	Value Range
Total Number of Qualifying Transactions	10	NNNNNNNNNN	
Total Toll Amount for all Transponders	10	NNNNNNNNNN	
Total Rebate Amount for all Transponders	10	NNNNNNNNNN	
Padding	2	(0x2a)	“*” (0x2a)

Record Identifier - Four (4) byte alphabetic field that is set to “SUMM” to identify this record as the Trailer Record.

File Generation Date – A thirteen (13) byte numeric indicating the date and time when the Rebate File was generated. This field is formatted as YYYYDDDHHMISS, where YYYY is the four digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds.

Total Number of Rebate Records- A ten (10) byte numeric field containing the number of rebate records contained in the file.

Total Number of Qualifying Transactions - Ten (10) byte numeric field containing the total number of qualifying transactions for all records in the file.

Total Toll Amount for all Transactions - Ten (10) byte numeric field indicating the total dollar amount of the Toll Amount Collected field for all detail records in the file. A decimal point is implied between the eighth and ninth digit.

Total Rebate Amount for all Transactions - Ten (10) byte numeric field indicating the total dollar amount of the monthly rebate for all rebate records in the file. A decimal point is implied between the eighth and ninth digit.

1.19.1 Sample DISC File

```
DHDR201105**************************************************
DISC201115200551100025975011000000148000001125000000112504
DISC201115200551100025993011000000044000000407500000020404
DISC201115200551100026008011000000097000001735000000173504
DISC201115200551100026022011000000042000000840000000042004
DISC201115200551100026061011000000047000000350000000017504
…
```

```
DISC201115200551115100946011000000045000000450000000022504
SUMM201115200551100000677500005146000045752235000348672 36**
```

1.20 No Discount File (NODS)

Virtual transponder numbers have been assigned to third party Rental Car Program providers in order to facilitate the Image Tolling process. However, transponders that are associated with a Rental Car Program provider are excluded from the DISC file, since they are ineligible for monthly rebates. A No Discount (NODS) file may be generated by a Home Agency to identify transponders that are ineligible for the quantity monthly discounts. The NODS file contains no Header Record; however a single Trailer Record must exist as the last record of the file.

Table 43 – No Discount Detail Record

Field Name	Field Length in bytes	Format	Value Range
Transponder Identification			
Transponder Number	8	NNNNNNNN	
Agency/Group Code	2	NN	
State/Region Code	2	NN	'10' (Florida)
Clearinghouse Identifier	18	AAAA..A	RTL RTL_TP ATS HTA HTA_VG

1.20.1 No Discount Detail Record Field Definitions

Transponder Identification Number – This is a twelve (12) byte numeric field, containing the eight (8) digit unique transponder number, the two(2) digit Agency/Group number and the two (2) digit State/Region Code. See Section 2.0.

Clearinghouse Identifier – An eighteen (18) byte character string indicates the Rental Car Program Provider abbreviation to which the transponder is assigned.

Table 44 – Clearinghouse Identification Codes

Field Value	Provider Name
RTL	Rent A Toll, LTD
RTL_TP	Rent A Toll, LTD (secondary account)
ATS	American Traffic Solutions

HTA	Highway Toll Administration
HTA_VG	Highway Toll Administration (secondary account)

1.20.2 No Discount Trailer Record

The No Discount Trailer Record must appear as the last record in the NODS File.

Table 45 – No Discount File Trailer Record

Field Name	Field Length in bytes	Format	Value
Record Identifier	4	AAAA	'SUMM'
Count of Records	10	NNN..N	Non-negative integer. Zero padded.
Padding	16	*	To length of the detail record

Record Identifier - Four (4) byte alphabetic field that is set to "SUMM" to identify this record as the Trailer Record.

Count of Records – Total number of transponder records in the file. The trailer record is excluded from this count. This field is up to ten (10) bytes, right justified with leading zero's.

1.20.3 Sample NODS File

```
051168170110RTL_TP
051168320110RTL_TP
054162600110ATS
054162610110ATS
058589290110HTA
061497980110HTA_VG
. . . .
SUMM0000000019****************
```

Plaza Information File

Each Interoperable Agency produces a Plaza Information File (PLAZ) to identify its toll plaza and lane information to be used by other Agencies in posting accurate information to its customer files. The PLAZ will contain one or more records for each active physical toll lane on an Agency's system. For example, a single physical lane may have more than one Plaza Information Record if the lane can be operated in more than one collection mode. In this case, the only field differing between the two records is the Lane Type Code field.

Each Interoperable Agency is required to generate a daily PLAZ file which identifies its plaza and lane configurations. New plazas and lanes are added as changes occur to an Agency's toll program; however, no records will be deleted so that processing time differences and historical information will not be affected. The file is sorted first by plaza code, then lane number, in ascending numerical order.

Different formats are used for the PLAZ based on both the originating Agency and the receiving Agency. No header record is used for a PLAZ generated or received by FTE; a header record is included in a PLAZ exchanged among other interoperable agencies. A Trailer Record must exist as the last record of every agency's PLAZ. The format of the Trailer Record is the same for all Plaza Information Files, regardless of their origin or destination.

1.21 FTE to Interoperable Agencies Plaza Information Detail Record

The format of the Plaza Information Detail Record generated by FTE for transmission to other interoperable agencies is specified below. This is the same format that is used by MDX for the PLAZ it sends to FTE.

Table 46 – PLAZ Detail Record Layout (FTE To Non-FTE Agencies)

Field Name	Field Length in bytes	Format	Value Range
Plaza Code	6	NNNNNN	
Field Separator	1	Space	
Plaza Name	32	AAAA…..AA	
Field Separator	1	Space	
Lane Number	2	NN	

Field Name	Field Length in bytes	Format	Value Range
Lane Type	1	A	
Field Separator	1	Space	
Plaza Abbreviation	6	AAAAAA	
Field Separator	1	Space	
Lane Direction	4	AAAA	'NORT', 'SOUT','EAST ', 'WEST'
Field Separator	3	Spaces	

1.22 Interoperable Agency to FTE Plaza Information Detail Record

The format of the Plaza Information Detail Record generated by other interoperable agencies for transmission to FTE is different from the Plaza Information Record generated by FTE.

Table 47 – PLAZ Detail Record Layout (Non-FTE Agencies To FTE)

Field Name	Field Length in bytes	Format	Value
Plaza Code	6	NNNNNN	
Field Separator	3	Space, Comma, Space	
Plaza Name	30	AAAAA…AA	
Field Separator	3	Space, Comma, Space	
Lane Number	2	NN	
Lane Type Code	1	A	
Field Separator	3	Space, Comma, Space	
Plaza Abbreviation	6	AAAAAA	

Field Name	Field Length in bytes	Format	Value
Field Separator	3	Space, Comma, Space	
Lane Direction	4	AAAA	'NORT', 'SOUT', 'EAST', 'WEST'

1.23 OOCEA/Lee County DOT Plaza Information File Header Record

A Header Record is inserted as the first record in the PLAZ exchanged between OOCEA and Lee County DOT. The header record is formatted as in the table below.

Table 48 – PLAZ File Header Record (Non-FTE)

Field Name	**Field Length in bytes**	**Format**	**Value**
Header Prefix	4	NNNN	'PLAZ'
Originating Agency	2	NN	'03' or '05'
File Format Version	3	NNN	'002'

Header Prefix – Four (4) byte field set to "PLAZ" to indicate this is the Plaza Information File header record.

Originating Agency - Two (2) digit field identifying the originating Agency. A value of '03' designates Lee County DOT and a value of '05' designates OOCEA.

File Format Version – Three (3) digit field set to '002' to indentify this version of the Plaza Information File as being originated by and received by an interoperable agency other then FTE.

1.24 OOCEA/Lee County Plaza Information Detail Record

Plaza Information Files generated by other Interoperable Agencies for transmission to other Interoperable Agencies is as follows:

Table 49 – PLAZ File Detail Record Layout

Field Name	Field Length in bytes	Format	Value
Plaza Code	6	NNNNNN	
Plaza Name	30	AAAA…AA	
Lane Number	2	NN	
Lane Type Code	1	A	
Plaza Abbreviation	10	NNN...NN	
Lane Direction	1	A	‘N’, ’ S’, ‘ E’, ‘ W’

1.25 Plaza Information Detail Record Field Definitions

Plaza Code - The six (6) byte numeric value identifying a specific Toll Plaza. See Section 2.0 for details.

Lane Number – Two (2) byte numeric field that identifies a specific toll lane. The lane number is padded with leading zeroes, as necessary (i.e. “00” to “09”).

Lane Type Code – One (1) byte alphabetic field which identifies the lane type. See Section 2.0 for details.

Plaza Name – Field which identifies the name of a specific toll plaza. FTE generates up to 32 characters; other Interoperable Agencies use up to 30 characters. This field is left justified, blank padded to the full length of the field.

Plaza Abbreviation – Alphanumeric field which abbreviates the Plaza Name. This field is left justified, blank padded as necessary. Plaza Information files generated by FTE use a maximum of six (6) bytes; this field is limited to ten (10) bytes for files generated by other interoperable agencies.

Lane Direction – Alphabetic field indicating the general direction of traffic flow in the lane. FTE generates four (4) bytes in this field; other interoperable agencies generate only one (1) byte.

1.26 Plaza Information File Trailer Record

A Trailer Record which summarizes the contents of the file is appended to the end of each PLAZ file and is formatted as follows:

Table 50 – PLAZ File Trailer Record Layout

Field Name	Field Length in bytes	Format	Value
Record Identifier	4	AAAA	'SUMM'
Count of Records	10	NNN..N	Non-negative integer.

Record Identifier - Four byte alphabetic field that is set to "SUMM" to identify this record as the Trailer Record.

Count of Records – Total number of records in the file. This is the total number of distinct lane configurations in which interoperable transactions may occur. The trailer record is excluded from this count. This field is up to ten (10) bytes, right justified with leading zero's.

1.27 Sample PLAZ Files

1.27.1 Sample PLAZ File for Format Described in Section 6.1

```
001100 OAK HAMMOCK - SUNCOAST PKWY      02S OAKHAM SOUT
001100 OAK HAMMOCK - SUNCOAST PKWY      03B OAKHAM SOUT
001100 OAK HAMMOCK - SUNCOAST PKWY      04M OAKHAM SOUT
001100 OAK HAMMOCK - SUNCOAST PKWY      66M OAKHAM SOUT
…
107680 SR878 WEST (87TH AVE)            73S SR878W WEST
109610 I-95 HOT NORTH - NW54TH STREET   03S MIA95N NORT
109620 I-95 HOT SOUTH, NW144TH STREET   60S MIA95S SOUT
SUMM0000000934
```

1.27.2 Sample PLAZ File for Format Described in Section 6.2

```
000001 , UNIVERSITY (M)                 , 02B , UNIV-M , NORT
000001 , UNIVERSITY (M)                 , 03B , UNIV-M , NORT
000001 , UNIVERSITY (M)                 , 04C , UNIV-M , NORT
000001 , UNIVERSITY (M)                 , 05C , UNIV-M , NORT
000001 , UNIVERSITY (M)                 , 07D , UNIV-M , NORT

…
000112 , INOV 417 (ON)                  , 02D , IN417- , NORT
```

```
000113 , INOV 417 (OFF)                 , 01C , IN417- , SOUT
000113 , INOV 417 (OFF)                 , 02D , IN417- , SOUT
SUMM0000000296
```

1.27.3 Sample PLAZ File for Format Described in Section 6.3-6.4

```
PLAZ03002
000002CAPE CORAL                    01BCP-CORAL  W
000002CAPE CORAL                    02BCP-CORAL  W
000002CAPE CORAL                    03CCP-CORAL  W
000002CAPE CORAL                    04CCP-CORAL  W
000002CAPE CORAL                    05CCP-CORAL  W
000002CAPE CORAL                    06CCP-CORAL  E
000003SANIBEL                       01BSANIBEL   W
000003SANIBEL                       02BSANIBEL   W
000003SANIBEL                       03CSANIBEL   W
000004MIDPOINT                      01BMID-PT    W
000004MIDPOINT                      02BMID-PT    W
000004MIDPOINT                      03DMID-PT    W
000004MIDPOINT                      04CMID-PT    W
000004MIDPOINT                      05CMID-PT    W
000004MIDPOINT                      06CMID-PT    W
SUMM0000000015
```

Transponder List File

Each Interoperable Home Agency produces a Transponder List File (POSI) to identify transponders it has issued. This file is to be used by other agencies to determine if a transponder is acceptable for toll payment. The POSI will contain one record for each transponder and must be in numerical ascending sort order first by transponder State Code, then Issuing Agency, and then by Transponder Number. Each transponder in the POSI must be distinct.

Each Interoperable Home Agency produces a POSI for exchange with other Home Agencies. Each Home Agency then merges the files received from the other Home Agencies with its own file to provide a single POSI to its Client Agencies.

While different formats have historically been used for the Transponder List File based on both the originating Agency and the receiving Agency, a single format is now being used by all interoperable agencies. No header record is required; however, a trailer record must be provided as the last record of the POSI.

Table 51 – Transponder List Detail Record

Field Name	Field Length in bytes	Format	Value
Transponder Number	8	NNN…N	
Agency/Group Code	2	NN	
State/Region Code	2	NN	‘10’ (Florida)
Transponder Status Code	2	NN	See Status Mapping Table below
Vehicle Class	2	NN	See Vehicle Class Mapping Table below
Revenue Type Code	2	NN	‘01’ to ‘06’
Low Balance Flag	1	A	‘Y’ or ‘N’ – default ‘N’
Bayway 1 Pass Flag	1	A	Set to ‘N’
Bayway 2 Pass Flag	1	A	Set to ‘N’

1.28 Transponder Status Mapping

For purposes of toll lane processing, the Transponder Status Code included in the POSI is mapped among interoperable agencies as follows:

Table 52 – POSI Transponder Status Mapping

Transponder Status Code	**FTE Status Description**	**Lee County DOT or OOCEA Status Description**
01	Active	A – Active
01	Active	V – Verify
02	Lost/Stolen	S - Stolen/lost
03	Returned (No longer used by FTE)	I – Inactive
04	Terminated	I – Inactive
05	Suspended (No longer used by FTE)	I – Inactive

1.29 Vehicle Class Mapping

For purposes of toll lane processing, the Vehicle Class Code included in the POSI is mapped among interoperable agencies as indicated in the table below.

Table 53 – POSI Vehicle Class Mapping

Lee County DOT or OOCEA Vehicle Class	FTE Vehicle Class
00	00
01 (OOCEA)	00
01 (LeeWay)	02
02	02
03	03
04	04
05	05
06	06
07	07
08	08
09	09
09	10

Lee County DOT or OOCEA Vehicle Class	FTE Vehicle Class
09	11
09	12
09	13
09	14
09	15

1.30 Revenue Type Code Mapping

For purposes of toll lane processing, the Revenue Type Code included in the POSI is mapped among interoperable agencies as indicated in the table below.

Table 54 – POSI Revenue Type Codes

Revenue Type Code	FTE Type Description	FTE Comments	Lee County DOT and OOCEA Type Description	Lee County DOT and OOCEA Comments
00	Not acceptable	Unknown	Not acceptable	Unknown
01	Standard Personal	Host Balance is maintained for each individual personal transponder, regardless of number in account	PRI-S	Revenue transponder
02	Commercial	Host Balance is shared by each commercial transponder in the commercial account	PRI-S	Revenue transponder

Revenue Type Code	FTE Type Description	FTE Comments	Lee County DOT and OOCEA Type Description	Lee County DOT and OOCEA Comments
03	Non-Revenue Restricted	Non-revenue transponder with no balance	STDNR	Acceptability of Non-Revenue transponders for interoperability is based on Agency business rules as specified in Exhibit C – G of these specifications
04	Non-Revenue Unrestricted	Non-revenue transponder with no balance	STDNR and PRI-NR (OOCEA only)	
05	Bayway 1 Pass	FTE Specialty Pass Issued for use at Bayway Main Plaza. Not accepted at any other plaza.	N/A	Transponder not acceptable for interoperability purposes
06	Bayway 2 Pass	FTE Specialty Pass Issued for use at all Bayway Plazas. Not accepted at any other plaza.	N/A	Transponder not acceptable for interoperability purposes
07	No longer used	No longer used	N/A	Transponder not acceptable for interoperability purposes
08-15	Undefined	Reserved for future use.	N/A	For future use.

1.31 Transponder List Detail Record Field Definitions

Transponder Number - Eight (8) byte number field which uniquely identifies the transponder within the State/Region and Agency/Group. See Section 2.0 for details.

Agency/Group Code - A two (2) byte numeric value identifying the Agency that issued the transponder. See Table 1 for details.

State/Region Code - A two (2) byte numeric positive integer identifying the State of the transponder's issuing agency. The State/Region Code value for Florida is '10'.

Transponder Status - A two (2) byte numeric positive integer that indicates the status of the transponder at the time the Transponder List file was produced.

Vehicle Class - A two (2) byte numeric positive integer that equates to the number of axles within an Agency's toll rate structure. This value is used as the default axle count when the in-lane AVC is not functioning properly.

Revenue Type Code - A two (2) byte numeric positive integer that associates the transponder to the type of account established for the customer or that designates a specialty pass. See Section 7.3 for details.

Low Balance Flag – A one (1) byte alphabetic field to indicate if the associated transponder is deemed to be in a low balance state. A value of "Y" indicates that the specific low balance transponder audio/visual signals are to be initiated and that the Low Balance signal in the lane is to be activated.

Bayway 1 Pass Flag - One (1) byte alphabetic field to indicate is the Bayway 1 Pass is valid. A value of 'Y' indicates that the specialty pass fee has been paid and is currently valid at appropriate FTE toll locations. This flag only applies to transponder use on FTE system.

Bayway 2 Pass Flag - One (1) byte alphabetic field to indicate is the Bayway 2 Pass is valid. A value of 'Y' indicates that the specialty pass fee has been paid and is currently valid at appropriate FTE toll locations. This flag only applies to transponder use on FTE system.

1.32 Transponder List Trailer Record

The Transponder List Trailer Record must appear as the last record in the POSI File. The format of the Transponder List Trailer Record is the same for all POSI Files, regardless of their origin or destination.

Table 55 – POSI File Trailer Record

Field Name	Field Length in bytes	Format	Value
Record Identifier	4	AAAA	'SUMM'
Count of Records	10	NNN..N	Non-negative integer. Zero padded.

Record Identifier - Four (4) byte alphabetic field that is set to “SUMM” to identify this record as the Trailer Record.

Count of Records – Total number of transponder records in the file. The trailer record is excluded from this count. This field is up to ten (10) bytes, right justified with leading zero’s.

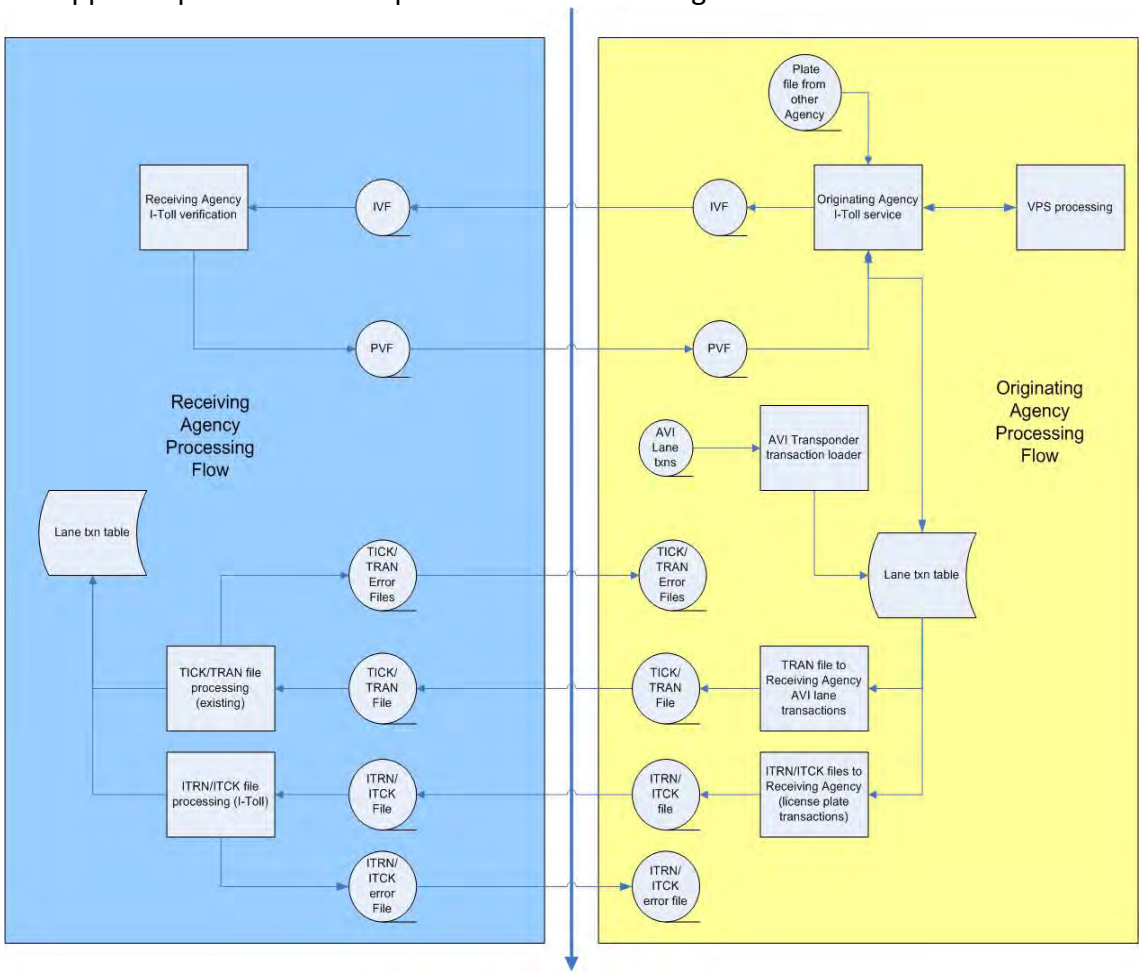
1.32.1 Sample POSI File

```
00000012 , 01 , 10 ,    0 ,      0.00 , N , N , N , 02 , 02 , 02
00000013 , 01 , 10 ,    0 ,      0.00 , N , N , N , 01 , 02 , 02
00000014 , 01 , 10 ,    0 ,      0.00 , N , N , N , 01 , 02 , 02
00000015 , 01 , 10 ,    0 ,      0.00 , N , N , N , 01 , 02 , 02
00000016 , 01 , 10 ,    0 ,      0.00 , N , N , N , 02 , 02 , 02
00000017 , 01 , 10 ,    0 ,      0.00 , N , N , N , 02 , 02 , 02
00000018 , 01 , 10 ,    0 ,      0.00 , N , N , N , 02 , 02 , 02
00000019 , 01 , 10 ,    0 ,      0.00 , N , N , N , 02 , 02 , 02
00000020 , 01 , 10 ,    0 ,      0.00 , N , N , N , 02 , 02 , 02
...
SUMM0004719111
```

Image Toll Process

When a valid transponder is not available for toll payment, an Agency may capture an image of the vehicle's license plate. Prior to processing the image as a violation transaction through its individual violation enforcement system, an Interoperable Agency attempts to match the license plate with a customer account. If the license plate is associated with an account held by another Agency, a request will be made to issue an I-Toll. If the request is approved by the Agency holding the account, an I-Toll transaction (9410 record) is generated and exchanged as specified in section 4.0.

In order to determine if a violation event is eligible for image-based tolling, Interoperable Agencies exchange files containing vehicle license plate information and transaction details associated with transponder-based accounts. This section describes the I-toll eligibility request and approval process and is represented in a flow diagram below:



1.33 Vehicle License Plate File

Each Interoperable Home Agency produces a daily Vehicle License Plate File (VLEF) to identify vehicle license plates associated with its accounts. This file is to be used by other agencies to initiate the I-Tolling process. The VLEF will contain one record for every license plate associated with a transponder-based customer account which is eligible for image tolling, based on Agency business rules. No Header Record is used for this file. A Trailer Record is required as the last record of the file. Each vehicle license plate in the VLEF must be distinct.

1.33.1 Vehicle License Plate Record Format

The format of the Vehicle License Plate File is shown in the table below.

Table 56 – Vehicle License Plate File Detail Record

Field Name	Field Length in bytes	Format	Value
Record Prefix	4	NNNN	'VLEF'
Vehicle License Plate Number	10	AAA…AA	Space Padded, left justified
Vehicle License Plate State Abbreviation Code	2	AA	
Vehicle License Plate Type	4	AAAA	See field definition

1.33.2 Vehicle License Plate Detail Record Field Definitions

Record Prefix – Four (4) byte alphabetic value set to 'VLEF' to identify the record as a Vehicle License Plate record.

Vehicle License Plate Number – Ten (10) character alphanumeric field to identify the unique vehicle license plate. This field is left justified and space padded. All alphabetic characters in this field must be upper case. A Florida issued license plate with all numeric characters must include either a prefix or suffix describing the type of plate. If the plate is of a type that requires a Department of Motor Vehicle (DMV) prefix or suffix for DMV lookup, the prefix or suffix must be included in this field. If an all numeric Florida license plate cannot be prefixed or suffixed, it cannot be included in the VLEF and is therefore not eligible for Image Tolling. See Appendix C for all numeric license plate prefix/suffix codes for details.

Vehicle License Plate State Abbreviation Code – Two (2) character upper case alphabetic field to identify the State that issued the vehicle license plate. The code for Florida is 'FL". For Federal

Government issued plates, the State Code used is 'US'. See Table 34 for State Abbreviation Codes.

Vehicle Plate Type – Four (4) character alphanumeric field reserved for future use to indicate the type of license plate. This field is left justified, space padded, with a default value of 'RGR' for Florida plates. Filled spaces are the default for non-Florida plates. See Appendix D for Florida Specialty License Plate Type Codes.

1.33.3 Vehicle License Plate File Trailer Record

A Trailer Record which summarizes the contents of the file is appended to the end of each VLEF and is formatted as shown in the table below.

Table 57 – VLEF Trailer Record

Field Name	Field Length in bytes	Format	Value
Record Identifier	4	AAAA	'SUMM'
Count of Records	10	NNN..N	

Record Identifier - Four (4) byte alphabetic field that is set to "SUMM" to identify this record as the Trailer Record.

Count of Records – Total number records in the file. The trailer record is excluded from this count. This field is up to ten (10) bytes, right justified with leading zero's.

1.33.4 Sample VLEF File

```
VLEF736MMK    FLRGR
VLEFI25GVL    FLRGR
VLEFCOUN209342FLNVR
VLEFSTATE36189FLSVR
VLEFSHERF30397FLSHR
VLEFCITY47640 FLCVR
VLEFJ0YSTREET NJ
VLEFGBT316    YT
VLEFSTATE31452FLRGR
VLEFGBK488    FLRGR
VLEFG101861H  US
VLEFC85GN     FLRGR
VLEF380LNI    AA
VLEFFEY456    FLARR
VLEF670NMI    FLRGR
VLEFCBD3085   MI
VLEF0HPF14    MI
```

```
VLEFN222KE    FLRGR
VLEFCA4ND     FLCWR

. . . .
SUMM0006209563
```

1.34 Initial Violation File and Processed Violation File

If an Interoperable Agency is participating in Interoperable Image Tolling Program, the Home Agency produces Initial Violation Files (IVFX) and Processed Violation Files (PVFX) to be used by other Agencies in determining acceptability for I-Toll transactions.

An Initial Violation record is generated when a vehicle license plate that is included in a violation image is found on another Agency's Vehicle License Exchange File. The violation records are grouped and sent to the Agency holding the customer account for the receiving Agency to determine the transaction's eligibility for image tolling. The Agency then returns a corresponding Processed Violation record to the initiating Agency. The Processed Violation record contains the same data fields as the Initial Violation record, but includes information regarding the transaction's acceptability for I-Tolling. The processing code returned determines if the originating Agency may submit an I-Toll transaction for processing or proceed with its violation enforcement process.
No header record is included in either the Initial Violation File or the Processed Violation File. A trailer record containing summary information is included as the last record of each file.

1.34.1 Initial Violation File /Processed Violation Detail Record Format

The format of the Initial Violation and Processed Violation Detail Record is as shown in the table below.

Table 58 – IVFX/PVFX Detail Record Format

Field Name	Field Length	Format	IVFX Value	PVFX Value
Reference Number	10	NNN...NN	Agency Generated	From IVFX
Message Sequence Number	4	NNNN	0000 – 9999 from toll lane	From IVFX
Plaza Code	6	NNNNNN	From toll lane	From IVFX
Lane Number	2	NN	Same as IVFX	From IVFX
Lane Type Code	1	A	Same as IVFX	From IVFX
Collector/Supervisor ID	4	NNNN	Same as IVFX	From IVFX

Field Name	Field Length	Format	IVFX Value	PVFX Value
Transaction Date/Time	13	YYYYDDD HHMISS	From toll lane	From IVFX
Transponder Identification	12		Agency Generated or Blank	Agency Generated or Blank
Toll Amount Collected	4	NNNN	'0000'	From IVFX
Toll Amount Charged	4	NNNN	Cash toll amount less in-lane discount	From IVFX
Toll Amount Full	4	NNNN	Cash toll amount	From IVFX
AVC Class	2	NN	From lane	From IVFX
Speed	2	NN	From lane or default value of '00'	From IVFX
Vehicle License Plate Number	10	NNN..NN	Agency Generated	From IVFX
Vehicle License Plate State Abbreviation Code	2	NN	Agency Generated	From IVFX
Vehicle License Plate Type	4	NNNN	Agency Generated	From IVFX
Violation Document Number	10	NNN..NN	Agency Generated or blank	From IVFX
Processing Code	2	NN	Blank	Agency Generated
Processing Date and Time	13	YYYYDDD HHMISS	Agency Generated	Agency Generated

Reference Number - This is a ten (10) digit numerical value that is generated by the initiating agency that uniquely identifies the record within its internal Violation Processing system. For example, a violation number or sequence number may be included in this field. The value is right justified.

Message Sequence Number – This field is obtained from the original lane transaction detail information. See Section 4.1 for details.

Plaza Code - This field is obtained from the original lane transaction detail information. See Section 4.1 for details.

Lane Number - This field is obtained from the original lane transaction detail information. See Section 4.1 for details.

Lane Type Code - This field is obtained from the original lane transaction detail information. See Section 4.1 for details.

Collector/Supervisor ID - This field is obtained from the original lane transaction detail information. See Section 4.1 for details.

Transaction Date/Time - This field is obtained from the original lane transaction and is formatted as YYYYDDDHHMISS, where YYYY is the four digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds.

Transponder Identification – This field may be blank in the Initial Violation Record if a transponder read is not available, but is filled in the Processed Violation Record if the vehicle license plate was found in the Home Agency database. This field identifies the transponder to which the I-Toll transaction will be charged.

Toll Amount Collected - This field is always '0000' in both the Initial Violation Record and the Processed Violation Record.

Toll Amount Charged - This field is the cash toll rate less any applicable in-lane discount for the vehicle captured in the image.

Toll Amount Full - This field is the cash toll rate for the vehicle captured in the image.

AVC Class - This field is obtained from the lane transaction detail information.

Speed - This field is determined from the original lane transaction detail information, if available. A default value of '00' may be used, depending on the agency and lane type.

Vehicle License Plate Number – Ten (10) character alphanumeric field to identify the unique vehicle license plate that was recognized in the image. This field is left justified and space padded. All alphabetic characters in this field must be upper case. A Florida issued license plate with all numeric characters must include either a prefix or suffix describing the type of plate. If the plate is of a type that requires a Department of Motor Vehicle (DMV) prefix or suffix for DMV lookup, the prefix or suffix must be included in this field. If an all numeric Florida

license plate cannot be prefixed or suffixed, it cannot be included in the VLEF and is therefore not eligible for Image Tolling. See Appendix C for all numeric license plate prefix/suffix codes.

Vehicle License Plate State Abbreviation Code – Two (2) character upper case alphabetic field identifying the State abbreviation for the U.S. State which issued the vehicle license plate. The code for Florida is 'FL". See Table 34.

Vehicle Plate Type – Four (4) character alphanumeric field reserved for future use to indicate the type of license plate. This field is left justified, space padded, with a default value of 'RGR' for Florida plates. Filled spaces are the default for non-Florida plates. See Appendix D for Florida Specialty License Plate Type Codes.

Vehicle License Plate Type – Four (4) character alphanumeric field to indicate a specialty license plate. This field is left justified, space filled and only available for plates issued by the State of Florida. A default value of ''RGR' is used if a specialty plate type is not identified for Florida plates. This field is space filled for all non-Florida plates.

Violation Document Number - This field is blank, but is reserved for future use if the initiating agency is participating in the M-Toll process. This is a ten (10) character value printed on the violation document sent to the customer by the agency capturing the violation event.

Processing Code – This two (2) digit field is blank in the Initial Violation Record and is filled in the Processed Violation Record with a specific code to indicate the resolution of the violation record as shown in the table below.

Table 59 – IVFX/PVFX Processing Codes

Processing Code	Description
00	The Vehicle License Plate Number and associated Vehicle License Plate State were found on the receiving Agency's database and the account to which the plate is associated satisfies the receiving Agency's business rules for conversion to an I-Toll transaction. An I-Toll transaction may be subsequently generated and exchanged for payment. The initiating Agency will not issue a violation document for this transaction.
01	The Vehicle License Plate Number and associated Vehicle License Plate State were not found on the receiving Agency's database. The initiating Agency may proceed with violation enforcement.

Processing Code	Description
02	A duplicate transaction was found for this violation event and the account to which the plate is associated may already have been charged for the event. The criteria used to determine if a violation event is deemed to be a duplicate transaction is controlled by each Agency. No I-Toll event will be exchanged and the initiating agency should not proceed with violation enforcement. The initiating Agency will not issue a violation document for this transaction.
03	The Vehicle License Plate Number and associated Vehicle License Plate State were found on the receiving Agency's database, but the account to which the plate is associated is a Non-Revenue account. An I-Toll transaction will be generated and exchanged, but no payment will be expected. The initiating Agency will not issue a violation document for this transaction.
04	The Initial Violation Record exceeds the receiving Agency's time period allowed for conversion of a violation event to an I-Toll transaction. The initiating agency may proceed with violation enforcement.
05	The account to which the plate is associated does not satisfy the receiving Agency's business rules for conversion to an I-Toll transaction. For example, this code is used by FTE where the customer account found only includes Specialty Pass transponder revenue types. The initiating agency may proceed with violation enforcement.
99	Required data is missing or invalid, an internal system issue or any other situation occurred that prevents the use of another processing code (00-05).

Processing Date and Time – Date and time of Agency processing.

1.34.2 Initial Violation File and Processed Violation File Trailer Record

A Trailer Record which summarizes the contents of the file is appended to the end of each IVFX and PVFX. There is one and only one Trailer Summary Record for each file, regardless of the number of individual records included in the file. The record is blank padded (0x20) to the full width of the IVFX/PVFX detail record.

Table 60 – IVFX/PVFX Trailer Record Format

Field Name	Field Length	Format	IVFX Value	PVFX Value
Record Identifier	4	AAAA	'SUMM'	'SUMM'
File Generation Date	13	YYYYDDD HHMISS	Agency Generated	Agency Generated
Total Number of Transactions	10	NNN…NN	Number of Detail Records included in IVFX	From IVFX
Total Number of Authorized I-Toll Transactions	10	NNN…NN	Set to all zero's	From IVFX
Total Toll Amount Collected	10	NNN…NN	Set to all zero's	From IVFX
Total Toll Amount Charged	10	NNN…NN	Sum of field for all records in the IVFX	From IVFX
Total Toll Amount Full	10	NNN…NN	Sum of field for all records in the IVFX	From IVFX
File Posting Date Start Time	13	YYYYDDD HHMISS		From IVFX
File Posting Date End Time	13	YYYYDDD HHMISS		From IVFX
Padding	To length of detail record	XXX…X	Blank (0x20)	

Record Identifier – Four (4) byte alphabetic field that is set to "SUMM" to identify this record as the Trailer Record.

File Generation Date – A thirteen (13) byte numeric indicating the date and time when the file was generated. This field is formatted as YYYYDDDHHMISS, where YYYY is the four (4) digit

year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds. This field is modified in the PVFX to reflect the PVFX file generation details.

Total Number of Transactions - A ten (10) byte numeric field containing the number of IVFX/PVFX detail records contained within the file. The field is padded with leading zeroes, as necessary, to create a ten (10) byte numeric field.

Total Number of Authorized I-Toll Transactions – A ten (10) byte numeric field which is set to zero in the IVFX and PVFX.

Total Toll Amount Collected - A ten (10) byte numeric field containing the sum of the Toll Amount Collected fields in the detail records contained in the file. A decimal point between the eighth and ninth bytes is implied. This field is set to all zero's in the IVFX and PFVX.

Total Toll Amount Charged – A ten (10) byte numeric field containing the sum of the Toll Amount Charged field in the detail records contained in the file. A decimal point between the eighth and ninth bytes is implied. The field is right justified and padded with leading zeroes, as necessary. Example: $1,593.44 is encoded as "0000159344". In the IVFX, this is the sum of the Toll Amount Charge field in all detail records in the file and is not modified in the PVFX.

Total Toll Amount Full – A ten (10) byte numeric field containing the sum of the Toll Amount Full fields in the detail records contained in the file. A decimal point between the eighth and ninth bytes is implied. The field is right justified and padded with leading zeroes, as necessary. Example: $1,593.44 is encoded as "0000159344". In the IVFX, this is the sum of the Toll Amount Full field in all detail records in the file and is not modified in the PVFX.

File Posting Date Start Time – A thirteen (13) byte numeric exit date and time of the earliest transaction in the file. It is formatted as YYYYDDDHHMISS, where YYYY is the four (4) digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds.

File Posting Date End Time – A thirteen (13) byte numeric exit date and time of the latest transaction in the file. It is formatted as YYYYDDDHHMISS, where YYYY is the four (4) digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the second.

1.34.3 Sample IVFX File

```
0086615465000000004406D00002009341130435            0000015001500200P641TV
FLRGR              2009344123006
0086615469000000004406D0000200934113095105766426011000000150015002 00X586FD
FLRGR              2009344123006
0086615473000000004406D00002009341131859            0000015001500200MSP679
TX                 2009344123006
0086615485000000004406D00002009341135156            0000015001500200R940TZ
FLRGR              2009344123006
```

```
0086608752000000008701C00002009341110246            0000005000500200L015QY
FLRGR             2009344123006
. . . . .
SUMM20093441230060000083230000000000000000000000000077057500007705752009344000
0002009344115959
```

1.34.4 Sample PVFX File

```
0086615510000000002007D00002009341133455028653650110000000750075020006 5HHC
FLRGR           002009344144829
0086608495000000008209D00002009341110558049551380110000001000100020 0J814XP
FLRGR           002009344144829
0086608752000000008701C00002009341110246094468520110000000500050020 0L015QY
FLRGR           002009344144829
. . . . .
SUMM20093441448290000008323000000000000000000000000077057500007705752009344000
0002009344115959
```

Appendix D: Toll Collection System Overview

APPENDIX D – TOLL COLLECTION SYSTEM OVERVIEW

1. BACKGROUND

The current toll collection system operating at the Bob Sikes Bridge toll plaza was developed by the firm of Automation Control Services, LLC (ACS), a local company specializing in Control System Integration, Instrumentation, and Electrical design services.

Based on documentation from 2008, the following is provided as background about the current toll collection system. The Bob Sikes Toll Facility toll collection system application was originally developed in 2005 as a solution to replace the existing proprietary toll collection application developed by a company from South Africa. The solution involved the installation of a toll collection system that was comprised of non-proprietary industry standard control hardware and software that was configured to operate and perform all of the required toll collection and reporting operations. The solution allowed a common configuration to be installed in each lane such that all toll collection and RF Sales operations could be performed in any of the four lanes, thus providing the operators with a familiar interface and maximum operation flexibility.

In order to make urgent repairs to the existing toll collection system which will be replaced, an emergency repair contract was issued to TransCore for the purpose of preserving and protecting existing toll data, reestablishing revenue collection and auditability, and providing a safe and secure environment for toll plaza personnel within a short, but reasonable time period. The scope of work for this emergency repair contract is provided as a Attachment D-1 at the end of this Appendix D.

2. OVERVIEW OF LEGACY TOLL SYSTEM

2.1. SYSTEM LEVEL

The toll collection system is a relatively small, standalone, plaza-based toll system with a system server and four (4) toll lanes that operate in a mixed cash + Automatic Vehicle Identification (AVI) mode. The system has a two-tier system architecture that is generally consistent with other toll collection systems found in the toll industry. The two tiers consist of a Host Level (System Server) and the Lane Level (Lane Controller and peripheral lane devices). The system is designed around Commercial Off-The-Shelf (COTS) components to the extent possible. The system layout shown in Figure 1, below, was taken from the Pensacola Beach Toll Booth Storm Repairs Construction Plans, Sheet E-600.

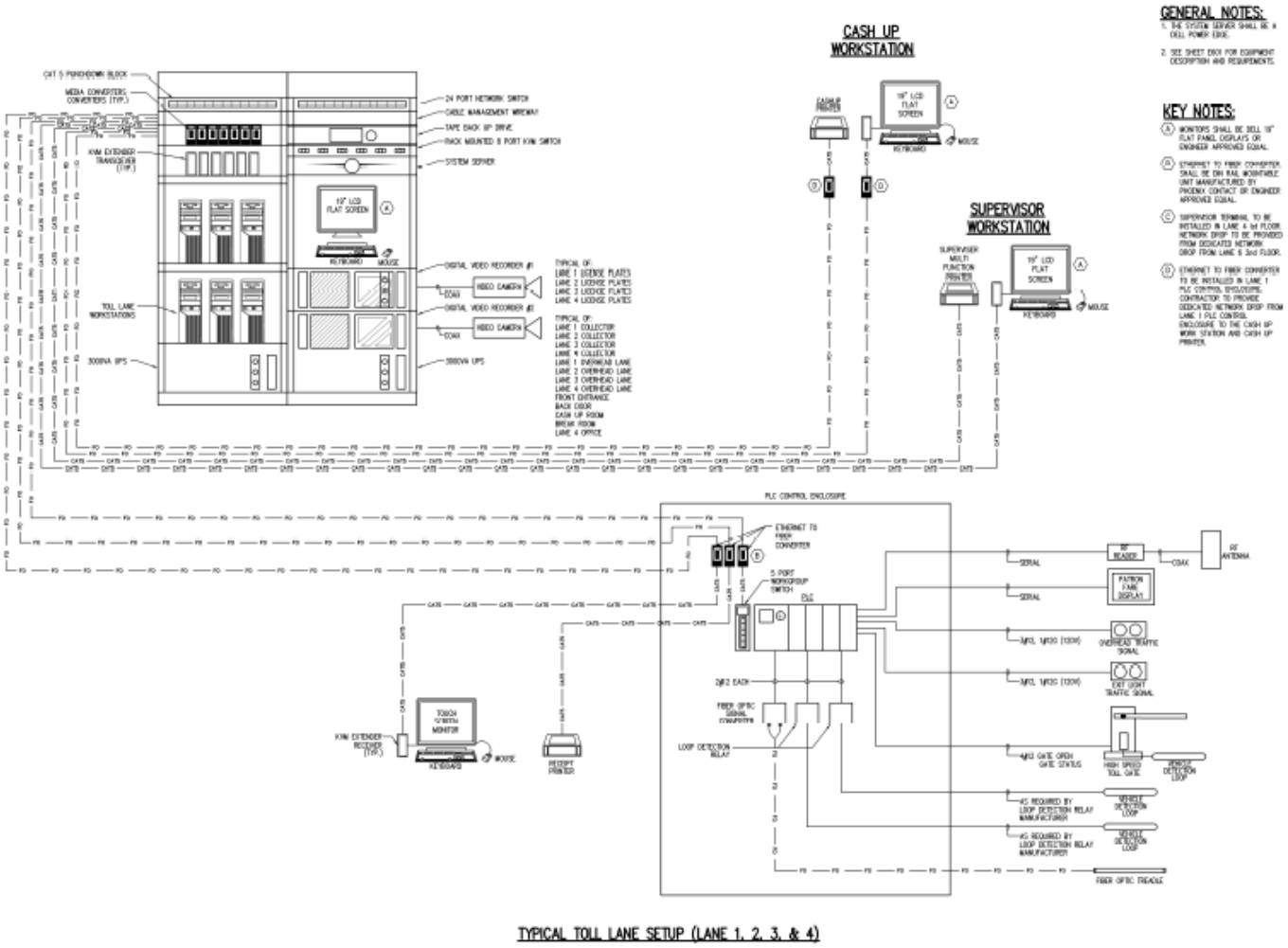


Figure 1. Toll System Layout

2.2. HOST LEVEL

The Host Level consists of a System Server computer upon which the system SQL Server database resides. The System Server functions to collect, store and aggregate the toll transaction, traffic and other data for reporting to support operations and financial management, accounting and audit.

Also at the host level are core elements of the network communications subsystem, video surveillance subsystem, and the uninterruptible power supply (UPS) subsystem.

The System Server, Video Surveillance System Digital Video Recorders (DVRs), network communication equipment and other critical toll system elements are physically located in the second floor (mezzanine) of the Lane No. 4 toll booth as protection from hurricane flooding as shown in Figure 2, below.

The software application was custom developed by ACS for this installation only.

Source: Pensacola Beach Toll Booth Storm Repairs

Figure 2. Toll Host – System Server Rack & Power Supply in Toll Booth No. 4 Mezzanine

2.3. LANE LEVEL

The toll plaza's four (4) toll lanes are all configured to provide manual cash toll collection and also pre-paid transponder-based Annual Passes that allow unlimited passage without paying a cash toll for the term of the pass. The toll schedule is based on a single cash toll rate for all vehicles as shown in Figure 3, below. Individual cash tolls are assessed by vehicle, regardless of type or size of vehicle, and not assessed by the number of axles a vehicle has.

Figure 3. Toll Lane No. 1

The Lane Level consists of a set of the following toll collection equipment.

Each toll lane has a Lane Controller (LC) that consists of a PC Computer (Dell) and a Programmable Logic Controller (PLC) (Bristol-Babcock). The PC uses Wonderware HMI (human-machine interface) software and a Modbus I/O Server communications link between the PC (HMI) and the PLC. PCs are physically located in the upper floor (mezzanine) of the Lane No. 4 toll booth next to the System Server.

The toll collector workstation (commonly referred to in the toll industry as a Manual Lane Terminal (MLT)) supports cash toll payment, and consists of a touch screen monitor that is workstation, and a cash drawer. The touch screen terminal (ēlo brand) provides the graphical user interface (GUI) for the toll collector, supervisor and toll manager functions as shown in Figure 4, below. The toll collector will login to the system to begin the shift. The Toll Collection screen provides several information elements including the following:

- Current Date and Time
- User Logged On (username)
- Gate Status (Gate Open/Gate Closed)
- Surf Flag Status (customer information about the beach conditions at the destination)
- Type of manual toll transaction to be processed:
    - Manual Entry
    - Motorcycle
    - Credit Granted (Passage granted with insufficient payment – “IOU” form issued to customer for post payment of toll within XX days)
    - Exempt (special vehicles exempt from payment of toll such as emergency vehicles)
    - Cash transaction (toll payment made)
    - Receipt print request (print command)
    - Emergency (panic button / call for help)
- Vehicle Count (in the toll lane for the shift)
- Transponder Information for Tag ID number and Tag Status for Current and Previous vehicles

When a vehicle arrives at the toll booth to pay, the payment is collected; change is made, if necessary; and the appropriate button is touched to indicate that the toll has been paid. As noted previously, all vehicles paying with cash pay the same toll rate regardless of the type/size of vehicle.

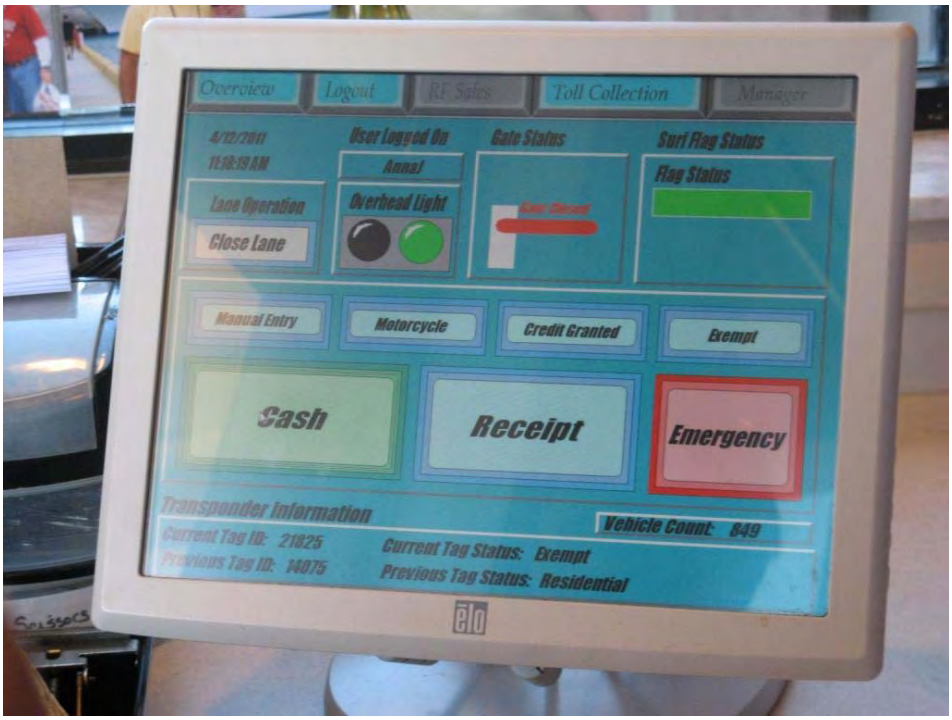


Figure 4. Toll Lane – Toll Collector Workstation - Touch Screen Terminal

3. VEHICLE DETECTION & COUNTING

Since the toll schedule is based on a toll for each vehicle and not a toll assessed by the number of axles a vehicle has, it would be critical to accurately count the number of vehicles and to count those paying cash toll vs. those who have pre-paid for an Annual Pass. The Vehicle Detection and Counting function is accomplished by inductive loops embedded in the toll lane pavement as shown in Figure 5, below. Originally, three (3) loops were provided (entry, gate and exit). In addition, a fiber optic sensor (treadle) was originally installed in the lane, but is currently not active. It was uncertain whether the first and last loops were active or not. However, based on prior industry experience, if active, the entry (1st) loop would typically detect the vehicle and initiate a toll transaction. The gate (2nd) loop located just after the traffic barrier gate, and before the fiber optic sensor/treadle, was understood to be active for lane operations, counting vehicles as they exit the toll lane, and activating closure of the traffic gate. The exit loop (3rd) was not confirmed to be active, but would customarily be used to close the transaction when the vehicle clears it after crossing the treadle.

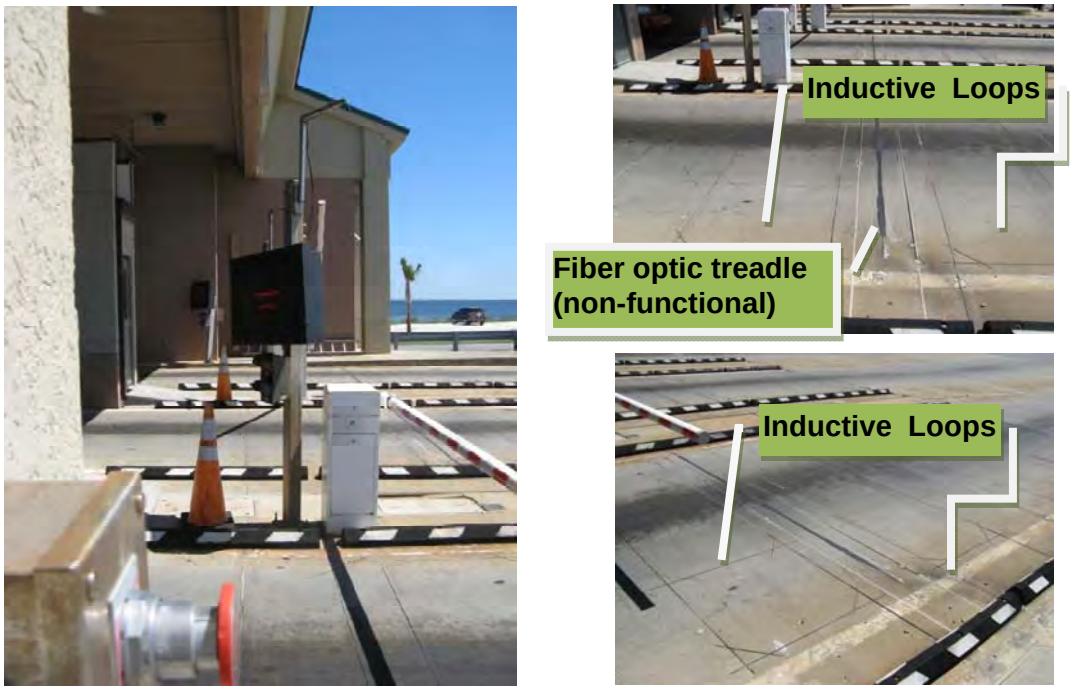


Figure 5. Toll Lane – Inductive Loops for Vehicle Counting and Gate Closure

4. AUTOMATIC VEHICLE IDENTIFICATION

The Automatic Vehicle Identification (AVI) subsystem consists of an AVI Reader device with radio frequency (RF) antenna (Sirit IDentity FleX Series). The AVI antenna is located above the toll lane on the exit side and is aimed back towards the entrance to the toll lane, as shown in Figure 6, below, to communicate with the transponder device mounted on the vehicle's windshield. The reader is located in the toll booth and connected to the PLC / Lane Controller. The reader detects and reads the transponder devices, and then passes the transponder ID number and status to the PLC for validation against the list of valid transponder ID numbers. If the transponder is determined to be valid (in good standing), the PLC signals the gate to open allowing the vehicle to pass through the toll lane without stopping to pay a cash toll. The PLC then passes the transponder ID number and status to the PC (HMI) for display so that the toll collector can verify the status (residential, commercial, expired, etc.). County staff indicated that the Sirit read/write (R/W) process requires four (4) different reads before opening the gate.

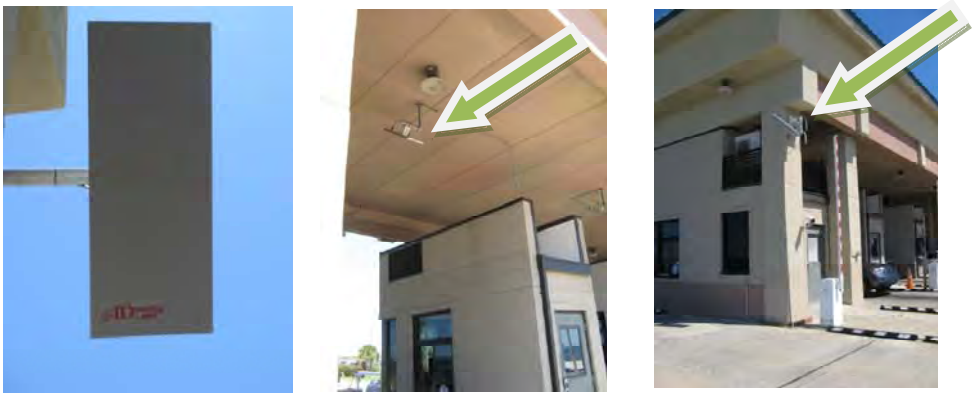


Figure 6. Toll Lane – AVI Reader / Antenna Canopy-mounted & Wall-mounted

The Sirit IDentity FleX Series AVI system shown below in Figure 7 is designed primarily for parking and access control applications. The FleX Reader reads Flex and Title 21 external bumper-mounted transponders. The Flex transponder used by the County has the windshield-mounted black hard-case form factor that does not use the "Title 21" protocol common in the toll industry. The FleX Readers can support up to four (4) antennae (i.e. up to four lanes). The FleX transponder does have a coin-sized battery that is easy for the user to replace, and with an expected life of 4 years. Since electronic / non-cash transactions are only pre-paid annual passes, and not individual toll payments that are decremented from a pre-paid toll account balance, such a system designed for parking / access control applications could be a valid, low-cost solution under certain circumstances.

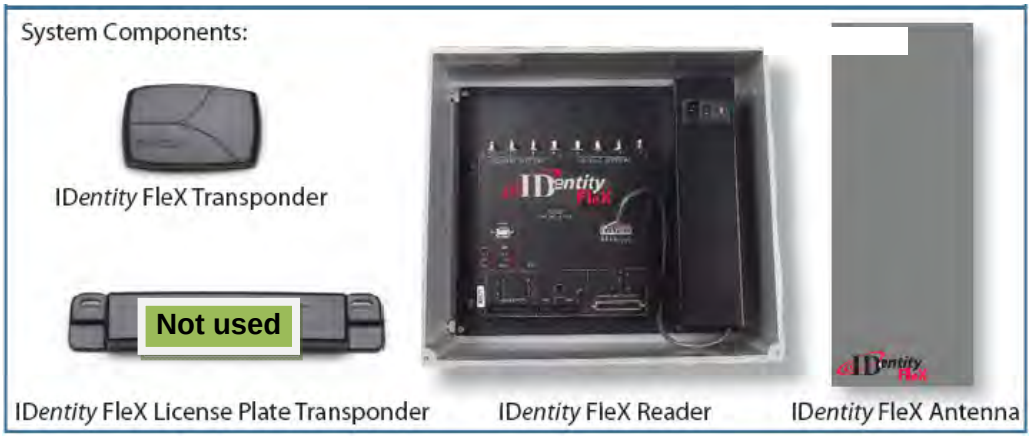


Figure 7. AVI System Components – Transponders (Windshield & Bumper-mount), Reader & Antenna

5. MOTORIST INFORMATION DEVICES

Motorist Information devices include various signs and signal lights in the lane as shown in Figure 8, below.

A red/green Canopy Signal is mounted on the canopy over the entrance to each toll lane to indicated whether the lane if open (green) or closed (red) to traffic.

The Patron Fare Display (or User Fare display) is an LED display board (Adaptive 2500 Series) operated by the lane controller PLC on which only a "Welcome" message was showing. It did not appear to be used for any other purpose. Typically such displays are used to convey the amount of toll due and whether the toll is paid.

Each lane is equipped with a small red/green Lane Exit Signal near the gate that is operated by the PLC. It typically shows red until the toll transaction is completed and the vehicle is free to exit the lane, at which time it changes to green.

Figure 8. Toll Lane – Canopy Signal, Patron Fare Display & Lane Exit Signal

6. CCTV SURVEILLANCE SYSTEM

The CCTV Surveillance System consists of two sets of cameras (i.e. one from each set per lane) mounted on the toll plaza canopy in weatherproof housings. One camera in each lane captures a broad "overview" of the toll lane including the vehicle, the toll booth and toll collector, and other features of the toll lane environment. The other camera in each lane is aimed to capture a closer view of the rear of the vehicle at the toll booth.

There are two DVR's located in the upper level mezzanine of the toll booth No. 4, one servicing the overview cameras and one servicing the four license plate cameras.

7. TRAFFIC BARRIER GATES SUBSYSTEM

The Traffic Barrier Gates subsystem consists of a traffic barrier gate (Magnetic Autocontrol™ Model MIB20 by Magnetic Automation Corp. Rockledge, FL 32955) at the exit end of each toll lane as shown in Figure 9, below. This gate is operated by the PLC at the lane controller; opening when the toll collector registers a cash toll "Paid," "Manual Entry," "Credit Granted," or "Exempt" transaction entry at the manual lane terminal, or when the PLC signals that it has detected a valid transponder; and closing when the vehicle exits the toll lane and crosses an exit loop in the pavement after clearing the gate.

Traffic gate open/close operation is slow and the gate motors reportedly require frequent maintenance service. County staff believes it is due to them being designed for parking lot applications and not for a toll lane. However, these are the same traffic gates (make/model) used on other Florida toll facilities.

Figure 9. Toll Lane – Traffic Barrier Gates

8. LANE TRANSACTION PROCESSING & OPERATIONS

Toll transactions are generated at the lane by the Lane Controller PC. The PLC is the Lane Controller operations interface to control the individual lane devices. The PLC receives data from the inductive loops in the pavement, the AVI reader, and the toll collector touch screen terminal and the lane controller PC; and also sends signals to the traffic barrier gate, the red/green lane exit signal, the patron fare display and the lane controller PC.

Based on observations and discussions with toll plaza and system maintenance personnel the typical toll lane operations are understood to be as follows:

- When the vehicle enters the toll lane and passes the entry loop, the transaction begins.

- If the vehicle has a functioning transponder that is read by the AVI reader device, the AVI reader identifies the unique transponder ID number and sends it to the PLC which checks it against a list (sometimes known as a “white list”) of active, valid transponders for a match.
- If a match is found indicating that the transponder is valid (active status and in good standing), the PLC then reports the transponder ID number and status to the Lane Controller PC for the Annual Pass or Exempt toll transaction.
- The Lane Controller PC (running Wonderware HMI) then generates a toll transaction, sending it on to the System Server SQL database for storage.
- The PC also sends the transponder ID number and status to the toll collector workstation touch screen terminal.
- The PLC then signals the traffic gate to open and the red/green lane exit signal to turn green.
- If the transponder is functional, the AVI reader will notify the PLC of the ID number for validation. If the transponder is functional, but not valid, the PLC will not allow the traffic gate to open and the lane exit signal will remain red until the cash toll is paid or the traffic gate is manually opened by the toll collector.
- If the vehicle does not have a functioning transponder, the vehicle must stop for the closed traffic gate and pay the proper toll amount to the toll collector.
- When the cash toll is paid, the toll collector will register the “Paid” toll transaction on the touch screen terminal, which will send the message to the Lane Controller PLC.
- The Lane Controller (running Wonderware HMI) generates a toll transaction, sending it on to the System Server SQL database for storage.
- The PLC then signals the traffic gate to open and the red/green lane exit signal to turn green.
- When the vehicle passes under the gate and clears the exit loop, the loop signals the PLC to lower the gate. When the gate has reached a pre-set point of its open/close cycle, it can close upon receipt of the PLC signal. (Note: This operationally complex process has been problematic in that it has many moving parts and requires a high degree of calibration and coordination between the timing and position of the different elements.

Statement of Work
Bob Sikes Toll Plaza – Emergency Repair

Overview

The purpose of this Scope of Work is to document at a high level TransCore's approach in providing the Escambia County with a very basic replacement for a toll collection system. The SOW objectives are to preserve and protect existing data, reestablish revenue collection and auditability, and provide a safe and secure environment for toll plaza personnel within a short, but reasonable time period. The included estimate assumes the worst-case scenario of not being able to use any existing toll equipment. TransCore anticipates that we will be able to reuse portions of the equipment and will make every effort possible to do so to reduce the overall cost to Escambia County. In addition, reusability for a future toll system replacement will be a strong consideration when procuring equipment and materials.

Background

On December 2, 2014, TransCore, Atkins, and Escambia County met to discuss the current state of operations at the Bob Sikes Toll Bridge. The toll operations are currently impaired due to the host server not functioning properly. It was established that securing the existing customer data, reestablishing toll revenue collection auditability, and providing site security were the highest priorities to the County.

Statement of Work

1. Existing Server Investigation and Repair

TransCore recommends spending a minimal amount of time (24 hours) to identify and correct the issue with the existing tollbooth server and associated plaza and lane equipment. If TransCore can correct the issue with this server, it'll greatly reduce the amount of hours and cost needed for Escambia County to get auditing and basic toll collection functionality, and will assist in securing and protecting its customer account data.

2. Retrieve Customer Information

TransCore will work with Escambia County to retrieve the information from the Tollbooth server database. Depending on the results of the existing system repair, TransCore will either archive the data for future usage for Escambia County or use this data in conjunction with the Microsoft Excel spreadsheet currently being used as the basis to populate a TransCore Customer Account Management Server (CAMS) database. TransCore recommends the latter option to secure the data if the existing server is not repairable since it will be able to centralize Escambia County's account data and remove the need to maintain multiple customer account databases. Regardless of the approach, a copy of the data will be saved for archival purposes in case Escambia County has questions regarding the original content.

3. Setup TransCore Customer Account Management Server (CAMS)

In order to preserve data and provide accurate customer account information, TransCore recommends setting up a minimal version of their CAMS back-office product. CAMS will allow Escambia County to collect customer information in a centralized, secure environment. TransCore will purchase all necessary hardware and network equipment necessary to setup this back-office system and provide the high-availability product. TransCore will support importing the information from the existing Tollbooth server as well as the Microsoft Excel spreadsheet with customer information. This server would replace the spreadsheet currently being used to collect customer information and long-term could be integrated into the new toll system. The utilization of the CAMS back-office product will not negatively impact Escambia County's procurement of a new toll collection system.

4. Setup TransCore Digital Video Auditing Server (DVAS)

TransCore recommends setting up a DVAS server to provide Escambia County with video auditing and security for their toll collection system. TransCore proposes the use of 2 cameras per lane, one residing in the booth and a front-facing camera in the lane, to audit the collectors' actions as well as the corresponding vehicle. This method should

allow Escambia County a method to audit the system in case any questions regarding the system arise. In addition to the two cameras in the lane, TransCore recommends 2 additional cameras for security – most likely placed outside of lane 1 and lane 4 to protect cash and server equipment. An optional back-facing camera in each of the lanes is available in the total quoted count to collect license plate information, if desired.

The advantage of the DVAS product over a standard digital video recording system is that it is designed to work with a tolling system and allows immediate video playback of all transactions.

5. Develop in-lane application to support tracking cash and decal customers

If the current toll plaza system is not able to be restored, TransCore proposes the development of an in-lane vehicle logging application that would allow Escambia County the ability to count both cash and decal customers traveling through their lanes. This application will be extended to producing receipts eliminating the need to keep the existing attended lane software running in lane 1. TransCore will attempt to reuse existing hardware to complete this task, but will quote the hardware necessary to support this installation if the existing hardware is not reusable. In addition to the in-lane software, a reporting tool for supervisors will be developed to produce reports on lane activity. When possible, TransCore will quote hardware compatible with any future roadside toll collection system.

6. Ongoing Maintenance and Support

Finally, TransCore recommends spending a minimal amount of time maintaining the toll system equipment and supporting any ongoing issues until a new toll system can be procured. This will alleviated lengthy down times and mitigate loss of revenue. In the event that TransCore is successful restoring the existing server and toll system, we recommend a *Basic Level of Service* of 10 hours a month to monitor the server and apply any operating system or antivirus updates. If steps 3-5 are necessary, then we recommend and *Extended Level of Service* of 40 hours per month will be necessary to monitor the system and provide support, inclusive of necessary changes and adjustments.

Appendix E: Performance Measures and Service Levels

Refer to Volume IV Section 9 for Definition

APPENDIX E – PERFORMANCE MEASURES AND SERVICE LEVELS

TABLE 1 – SYSTEM TEST and OPERATIONAL PERFORMANCE MEASURES

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
1.	**Capacity and Scalability**	≥ 25,000 vehicle transactions per day ≥ 900 vehicle transactions per hour during peak conditions ≥ 4,500 vehicle transactions per hour during peak conditions ≥ 5,000 Customer Service Center account actions per day ≥ 25,000 Toll Pass accounts per year ≥ 15% credit card transactions per day ≥ 20% stored video transactions per day The above metrics shall increase at a rate of 5% per year over a 10 year period	Annual or as directed by COUNTY staff when there is performance degradation.	Observation / demonstration / reports
	I. <u>Performance Level Calculation</u> Shall be observed on each device and observed to be meet the capacity and scabilty measure. **II. <u>Damages</u>** For any device where the PL Requirement is not met, COUNTY reserves the right at its sole discretion to require the Contractor to replace the or modify the component or system until the above performance requirement is met.			
2.	**Time synchronization drift between system components**	1/10 of a second	Monthly	Observation / demonstration

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
	III. <u>Performance Level Calculation</u> Time shall be observed on each device and observed to be accurate in accordance with the PL Requirement. **IV. <u>Damages</u>** For any device where the PL Requirement is not met, COUNTY reserves the right at its sole discretion to assess liquidated damages in the amount of one hundred dollars ($100) per non-compliant device.			
3.	**Message and image retention**	≥ 93 days lane data ≥ 731 days host data	Monthly	Observation / demonstration
	I. <u>Performance Level Calculation</u> Oldest message and image files shall be observed in each lane and observed to be in accordance with the PL Requirement. **II. <u>Damages</u>** For any device where the PL Requirement is not met, COUNTY reserves the right at its sole discretion to assess liquidated damages in the amount of one thousand dollars ($1000) per data retention device, per day of data not present. Note: This will not be tested until lanes are in production for more than 93 days.			
4.	**Scheduled reports run automatically that are complete and accurate.**[1]	Scheduled reports shall be delivered electronically to COUNTY-designated recipients no later than six (6) hours after the end of close of business for the reporting period	Daily	As reported by COUNTY staff (e.g., not receiving reports on time).
	I. <u>Performance Level Calculation</u> Time-stamped report observed to be complete and accurate, and delivered to recipient in accordance with the PL Requirement. **II. <u>Damages</u>** For any report delivered after the submittal deadline where the PL Requirement is not met, COUNTY reserves the right at its sole discretion to assess liquidated damages in the amount of one hundred dollars ($100) per late report. In addition, for any report that is inaccurate, COUNTY reserves the right at its sole discretion to assess liquidated damages in the amount of one hundred dollars ($100) per inaccurate report.			
5.	**Generation of on-demand queries/reports supported by the system application**	≤ 120 seconds	Annual or as directed by COUNTY staff when there is performance degradation.	For the annual performance audit, Contractor shall use third-party software to record screen and time elapsed while query/report is being generated.

[1] Scheduled reports refer to reports that are pre-defined and run on an automated routine such as traffic and revenue daily reports, etc.

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
	I. <u>Performance Level Calculation</u> Sample set generation time average from third-party software. The average shall be calculated with a precision of two (2) decimal places. Actual PL (in seconds) = $(Time_1 + Time_2 + \ldots + Time_{100})/100$ **II. <u>Damages</u>** For every one (1) minute the Actual PL is over the required PL Requirement, the Contractor shall be subject to liquidated damages in the amount of one hundred dollars ($100) per report type per month, not to exceed 2% of Monthly Maintenance . In the event COUNTY commissions a third-party performance audit review as a result of performance degradation, the Contractor shall bear the cost of performing the audit if the result yields an Actual PL of one hundred forty-five (145) seconds. COUNTY shall select the number of query runs to make the test statistically significant.			
6.	**Time for a browser-application page to load and be populated with expected data (includes image review browser, and external web app, MOMS and all dashboards)**	< 1.50 second	Annual or as directed by COUNTY staff when there is performance degradation.	For the annual performance audit, Contractor shall use third-party software to record screen and time elapsed while a browser-application page is being loaded. For purposes of the sample set, browser-application pages shall be loaded on different workstations and shall include attempts to access operational and financial data. Furthermore, the browser-application pages used in the sample shall include all System applications. The sample set shall jointly be determined.
	I. <u>Performance Level Calculation</u> Sample set generation time average from third-party software. The average shall be calculated with a precision of two (2) decimal places. Actual PL (in hours) = $(Time_1 + Time_2 + \ldots + Time_{100})/100$			

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
	II. <u>Damages</u> Damages shall consist of liquidated damages (II.a) <u>II.a) Liquidated Damages</u> For every one (1) second or fraction thereof the Actual PL is above the time required in the PL Requirement the Contractor shall be subject to liquidated damages in the amount of one hundred dollars ($100) per report type per month, not to exceed 2% of Monthly Maintenance .			
7.	**Loss of Transaction Data**	<0.05% per month	Semi-annually	TVAS video recordings and images and or independent monitoring. COUNTY will randomly select a sample set of data, ensuring that each lane is included in the sample set. At any time during this Contract COUNTY shall have the right to commission a third-party performance audit in the event that COUNTY suspects loss of transaction data.
	I. <u>Performance Level Calculation</u> Actual PL = Accurately Constructed UFMs in total sample set / total **sample** set. The Actual PL shall have a precision of three (3) decimal places. **II. <u>Damages</u>** Liquidated damages shall be calculated as follows: For EACH detected error above the PL requirement in the sample set the Contractor shall be subject to liquidated damages in the amount of one thousand dollars ($1,000), not to exceed ten thousand dollars ($10,000) for each review period. In the event COUNTY commissions a third-party performance audit review as a result of performance degradation, the Contractor shall bear the cost of performing the audit if the result yields an Actual PL of less than PL requipement, COUNTY shall select the number of query runs to make the test statistically significant.			

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
8.	**Payment card transaction transmission time customer intiation with payment card to notification back to customer**	≤ 45 seconds for lane transaction ≤ 30 seconds for web and CSC transactions	Semi-annually	Transaction reports, TVAS, or related to the processing of payment card (credit and debit) at the payment card interface to the application transaction detail report with the transaction creation time stamp, and the Toll Host database posting time stamp. COUNTY will randomly select a sample set of transactions, ensuring that each lane and device is tested. At any time during this Contract COUNTY shall have the right to commission a third-party performance audit in the event that COUNTY staff experiences performance degradation (i.e., queries/reports taking longer than PL to run). Excluding anything outside Contractor control.
	I. <u>PL Calculation</u> Sample set generation time average from third-party software. The average shall be calculated with a precision of one (1) decimal place. Actual PL (in seconds) = ($Time_1$ + $Time_2$ +…+ $Time_{500,000}$)/number of samples **II. <u>Damages</u>** For every thirty (30) seconds the Actual PL is over the PL Requirements, Requirementthe Contractor shall be subject to liquidated damages in the amount of one hundred dollars ($100) per report type per month, not to exceed 2% of Monthly Maintenance . In the event COUNTY commissions a third-party performance audit review as a result of performance degradation, the Contractor shall bear the cost of performing the audit if the result yields an Actual PL of over ninety (90) seconds.			
9.	**Availaiblity - includes all tolling equipment/software/servers/web application/payment card processing/LAN/MOMS that are operations and business critical**	≥ 99.90%	Monthly	MOMS or any other source of downtime data At any time during this Contract COUNTY shall have the right to commission a third-party performance audit in the event that COUNTY staff

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
				experiences performance degradation (i.e., queries/reports taking longer than PL to run).
	III. <u>Performance Level Calculation</u> For each channelized toll lane: Step 1) Calculate Allowable Downtime (in hours) = (24 hours x number of days in [month] x (100.00% - 99.90%)). Step 2) Calculate Actual Downtime based on MOMS data, excluding pre-approved preventative maintenance activities by COUNTY and/or equipment damages beyond the Contractor's control, or other exclusions allowable by COUNTY **IV. <u>Damages</u>** The Allowable Downtime and Actual Downtime amounts shall have a precision of two (2) decimal places for purposes of calculating liquidated damages. For every one (1) hour above the Allowable Downtime or fraction thereof, the Contractor shall be subject to Liquidated damages in the amount of 1% of the Monthly Maintenance Fee, not to exceed 5% of said fee. Example 1: Calculation of Allowable Downtime for the month of January = 24 hours x 31 days x (100.00% - 99.90%) = 44 min. The month of January had an Actual Downtime of 4.2 hours. Liquidated damages would be equal to 3% (3 hr. x1%) of the Monthly Maintenance Fee. Example 2: Same scenario as Example 1 but Contractor had pre-approved preventative maintenance that lasted 4 hours in January, decreasing Actual Downtime to 0.2 hours from 4.2 hours. No liquidated damages would apply in this example.			
10.	**Transaction performance accuracy (for each lane type)**	≥ 99.90%	Annually or as directed by COUNTY staff when there is suspected performance degradation. Note – If a lane is found not in compliance with the PL Requirement, that lane shall be subject to retest every 30 days until the	Source: Host transaction data and TVAS recordings Using a COUNTY-approved methodology, Contractor shall randomly select a sample set of five thousand (5,000) transactions.

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
			problem is corrected. If multiple lanes are not in compliance for the same reason, a sampling of the lanes shall be retested.	
	I. <u>Performance Level Calculation</u> For EACH lane payment type including: cash,AVI,Payment Card lanes: Actual PL (%) = Accurately processed cash transactions in the sample set / total transactions in sample set. **II. <u>Damages</u>** The Actual PL shall have a precision of two (2) decimal places (expressed as a percentage) for purposes of calculating liquidated damages. Liquidated damages shall be calculated as follows: For every 0.1% below the PL calculated from sample set, the Contractor shall be subject to liquidated damages in the amount of two percent (2%) of the Monthly Maintenance Fee (by lane type), not to exceed ten percent (10%) of said aggregate fee. Example: The Actual PL for lane 3 at the plaza was 99.70%. Liquidated damages would be 4% ((99.9-99.7)/0.1x2%) of the Monthly Maintenance Fee.			
11.	**Image correlation success – correlate image(s) to correct vehicle**	≥ 99.8%	Monthly	Data source: License plate images (rear plates) and TVAS recordings. Using a COUNTY-approved methodology, Contractor shall randomly select a sample set of five thousand (5,000) license plate images.
	I. <u>Performance Level Calculation</u> Actual PL (%) = Correctly correlated images to vehicles in sample set for [month] / total license plate images in sample set for [month] **II. <u>Damages</u>** The Actual PL shall have a precision of two (2) decimal places for purposes of calculating liquidated damages. Liquidated damages shall be calculated as follows: For every 0.1% below the PL calculated from the sample set, the Contractor shall be subject to liquidated damages in the amount of 1% of the Monthly Maintenance Fee, not to exceed 5% of said fee. Example: There were 10 license plate images incorrectly correlated in the sample subset of 5,000 for the month of February, the Actual			

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
	PL would be as follows: Actual PL = (4990) / 5,000 = 99.8%. No liquidated damages would apply.			
12.	**Legible image success**	Rear plate: ≥ 99.0%	Monthly	Data source: License plate images (rear plates) and TVAS recordings. Use same sample set as defined in performance measure #11 (image correlation success)
	I. <u>Performance Level Calculation</u> Legible image (%) = Number of legible images in sample set for [month] / (Total license plate images in sample set for [month] – allowable exclusions[2]) **II. <u>Damages</u>** The Actual PL shall have a precision of one (1) decimal place for purposes of calculating liquidated damages. Liquidated damages shall be calculated as follows: For every 1% below the PL or fraction thereof calculated in the sample set, the Contractor shall be subject to liquidated damages in the amount of 1% of the Monthly Maintenance Fee, not to exceed 5% of said fee. Example: There were 60 illegible license plate images from the sample subset of 5,000 for the month of February, none of which qualified as an allowable exclusion, the Actual PL would be as follows: Actual PL = (4940) / 5,000 = 98.8%. No liquidated damages would apply.			
13.	**Automation of OCR**	≥ 70%	Monthly	Use same sample set as defined in performance measure #11 (image correlation success)

[2] Allowable exclusions shall include plates missing, temporary plates, obstructed plates where characters are covered, and damaged plates where characters are not visible, frames obstructing characters, and business rules relative to first time seen images, or images that once identified do not get automated or require additional review.

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
	I. <u>Performance Level Calculation</u> Automation (%) = Number of plates that automatically passed / (total number of legible plates in the sample – allowable exclusions[3]) **II. <u>Damages</u>** For every 1% below the PL or fraction thereof calculated in the sample set, the Contractor shall be subject to liquidated damages in the amount of 1% of the Monthly Maintenance Fee, not to exceed 5% of said fee.			
14.	**OCR leakage rate**	≤ 0.1%	Monthly	Use same sample set as defined in performance measure #11 (image correlation success)
	I. <u>Performance Level Calculation</u> Leakage rate (%) = Number of human readable plates that were not read by the OCR process / (total number of plates input into the system) **II. <u>Damages</u>** For every 0.1% above the PL or fraction thereof calculated in the sample set, the Contractor shall be subject to liquidated damages in the amount of two percent (2%) of the Monthly Maintenance Fee, not to exceed five percent (5%) of said fee.			
15.	**Accuracy of OCR processes**	≥ 99.90%	Monthly	Use same sample set as defined in performance measure #11 (image correlation success)
	I. <u>Performance Level Calculation</u> Accuracy (%) = Number of plates correctly indentified / (Number of plates automatically passed – allowable exclusions[4]) **II. <u>Damages</u>** For every 0.1% below the PL or fraction thereof calculated in the sample set, the Contractor shall be subject to liquidated damages in the amount of two percent (2%) of the Monthly Maintenance Fee, not to exceed ten percent (10%) of said fee.			

[3] Ibid
[4] Ibid

APPENDIX E – PERFORMANCE MEASURES AND SERVICE LEVELS

TABLE 2 – MAINTENANCE SERVICE LEVELS

TABLE 2 - MAINTENANCE SERVICE LEVELS (Hardware, Software, Processes, and Interfaces)				
Ref#	**Performance Metric**	**Performance Level (PL) Requirement**	**Measurement Frequency (All Plaza Groups and/or Other Subsystems unless otherwise noted)**	**Data Source for PL Calculation/Methodology**
Maintenance Acknowledgement, Response, and Repair Time Requirements **[Time requirements apply year-round (24 hours / 7 days / 365 days)]**				
1.	**Time to acknowledge**	≤ 30 minutes	Monthly	MOMS ticket events
	I. <u>Performance Level Calculation</u> For each day, Contractor shall compute the average of the ticket acknowledgement times during that period. The Monthly Performance Measurements Monitoring (MPMM) report shall list average acknowledgement time for each day, and also indicate the number of days where the average acknowledgement time exceeded the allowable PL requirement. Actual PL (minutes) for each day = Average value of the acknowledgement times of all daily ticket events. **II. <u>Damages</u>** For EACH day that the average acknowledgement time does not meet the PL Requirement, the Contractor shall be subject to liquidated damages in the amount of one-half percent (0.5%) of the Monthly Maintenance Fee, not to exceed five percent (5%) of said fee in aggregate for the monthly period. Example: During the month of January there were three (3) days where the daily average acknowledgement time was greater than thirty (30) minutes. Liquidated damages would be equal to 1.5% of the Monthly Maintenance Fee.			
2.	**Time to respond**	≤ 2 hours	Monthly	MOMS ticket events

TABLE 2 - MAINTENANCE SERVICE LEVELS
(Hardware, Software, Processes, and Interfaces)

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency (All Plaza Groups and/or Other Subsystems unless otherwise noted)	Data Source for PL Calculation/Methodology
	I. <u>Performance Level Calculation</u> For each day, Contractor shall compute the average of the ticket response times during that period. The MPMM report shall list the average response time for each day, and also indicate the number of days where the average response time exceeded the allowable PL requirement. Actual PL (hours) for each day = Average value of the response times of all daily ticket events. **II. <u>Damages</u>** For EACH day that the average response time does not meet the PL Requirement, the Contractor shall be subject to liquidated damages in the amount of one-half percent (0.5%) of the Monthly Maintenance Fee, not to exceed five percent (5%) of said fee in aggregate for the monthly period. Example: During the month of January there were three (3) days where the daily average response time was greater than two (2) hours. Liquidated damages would be equal to 1.5% of the Monthly Maintenance Fee.			
3.	**Time to repair**	≤ 4 hours	Monthly	MOMS ticket events
	I. <u>Performance Level Calculation</u> For each day, Contractor shall compute the average of the ticket repair times during that period. The MPMM report shall list the average repair time for each day and also indicate the number of days where the average response time exceeded the allowable PL requirement. Actual PL (hours) for each day = Average value of the repair times of all daily ticket events. **II. <u>Damages</u>** For EACH day that the average repair time does not meet the PL Requirement, the Contractor shall be subject to liquidated damages in the amount of one-half percent (0.5%) of the Monthly Maintenance Fee, not to exceed five percent (5%) of said fee in aggregate for the monthly period. Example: During the month of January there were three (3) days where the daily average repair time was greater than four (4) hours. Liquidated damages would be equal to 1.5% of the Monthly Maintenance Fee.			

Appendix F: Glossary of Terms and Acronyms

Appendix F – Glossary of Terms and Acronyms

Term/Acronym	Definition
24/7	Wherever used, "24/7" describes system and operations running 24 hours per day, seven days a week, and 365 days of the year.
6C	ISO 18000-6C, commonly used transponder protocol
Acknowledgement Time	Acknowledgement time for corrective maintenance is defined as the lapsed time between the time the Contractor's answering service is notified by either the County's MOMS or a human-induced alarm or telephone call, of a need for service, and the time the Contractor's technician acknowledges receipt of the work order.
Actual Downtime	Actual downtime refers to the actual time the System or subsystems were not available.
Actual PL	Actual Performance Level refers to the calculated performance level for a specific subsystem or component measured over a given time period.
ADA	Americans with Disabilities Act
Allegro	Transponder protocol used in Florida
Allowable Downtime	Time not counted in the computation of System Down Time.
Asset Management	This term describes the requirement for the System to be capable of tracking inventory parts (from ordering to retirement) to support operations and accounting functions such as lifecycle costs, depreciation, etc.
ASCII	American Standard Code for Information Interchange
Attended Lane	A lane type that supports cash collection with staffed personnel
ATS	Automatic Transfer Switch
AVC	Automated/Automatic Vehicle Classification – a roadside, overhead or combination of component(s) that process and classify vehicles
AVI	Automated/Automatic Vehicle Identification – a system which enables a vehicle to be automatically identified as it passes through a toll lane or toll zone. Transponder-based AVI captures an RFID-based identification number from a signal transmitted from an on-board tag or transponder to roadside receivers. Image-based AVI captures a photographic image of the vehicle license plate number for identification.
Bill of Materials	The list of components that make up the replacement of the County's Toll Collection System.
BOS	Back Office System

Term/Acronym	Definition
CAD	Computer Aided Drafting
Cash-Automatic	Refers to toll lanes equipped with an ACM that processes toll payments paid using coins.
Cash-Manual	Refers to toll lanes with a toll attendant that handles cash toll payments.
CCP	Change Control Process
CCSS	Centralized Customer Service System planned for participating Florida toll agencies
CCTV	Closed Circuit Television
CDRL	Contract Data Requirements List
Channelized Lane	Single toll lane that a vehicle must use when passing through a toll facility (i.e. not open road tolling or multi-lane free flow).
CM	Configuration Management
Code-off	This term describes the disposition of an image that has been determined to be not readable by human reviewer, or designated for a supervisory review, or for certain reporting queues as indicated by particular error code. The error code indicates the reason that the image is not human-readable.
Component	Part of a subsystem; may also be parts or equipment of the Toll Collection System
Configurable	Requirements noted as configurable shall be easily adapted without material changes to the System (hardware or software)
Contract	The binding agreement between the County and the Contractor listing specific terms between the entities.
Contractor	The party who enters into the Contract to design, furnish, install, and maintain toll collection system replacement equipment and related tasks assigned by the County
COTS	Commercial-Off-The-Shelf: Commercial software/hardware acquired from third parties other than sub-contractors for use in the System. It requires neither modification not customization, and is ready made software/hardware available for immediate purchase and use.
County	Escambia County
CPA	Certified Public Accountant
CSC	Customer Service Center
CSV	Comma Separated Values

Term/Acronym	Definition
Custom Software	Either pre-existing copyrighted or proprietary software of the Contractor or its subcontractor(s) which may or may not require modification or customization for specific use as part of the Project System; or software that would be developed or written by the Contractor or its subcontractor(s) to fulfill the requirements of this Contract.
DBMS	Database Management System
Designee	One designated by a person in authority to act in his/her behalf
Double Blind Review	The process of sending images for manual review by two separate reviewers, where the second reviewer does not see the results from the first review.
DBA	Database Administrator
Dedicated ETC MP	Electronic Toll Collection-Automated Vehicle Identification System Only at a Mainline Plaza
Detailed Design	The formal Project phase wherein the top-level definition, requirements and design of the System are refined, expanded and documented to a level of detail that can be used as a basis for implementation.
DDR	Detailed Design Review
DHSMV	Florida Department of Highway Safety and Motor Vehicles
DMV	Department of Motor Vehicles; See DHSMV
DSRC	Dedicated Short Range Communications
DSS	Data Security Standard
E2EE	End-to-End Encryption – Process of providing continuous protection of the confidentiality and integrity of stored and transmitted information by encrypting it at the origin and decrypting at its destination.
EMV	Europay, MasterCard, and Visa
Encompass® 6 or E6	Multi-protocol RFID AVI reader; part of the AVI subsystem
ERD	Entity Relationship Diagram
ESL	Expected Service Level
ETC	Electronic Toll Collection

Term/Acronym	Definition
FAT	Factory Acceptance Test
FCC	Federal Communications Commission
FDLE	Florida Department of Law Enforcement
FDOT	Florida Department of Transportation
Federated Identity Management (FIM) security	Common set of policies, procedures and protocols to manage the identity into IT systems and devices across the organization.
FIFO	First-In First-Out
FON	Fiber Optic Network
FTE	Florida's Turnpike Enterprise
GPS	Global Positioning System
GUI	Graphical User Interface
Host	A part of the transaction processing subsystem that (i) receives, processes, and stores the data contained in transactions and messages from the roadside component; and (ii) provides various services to the roadside component and other toll collection subsystems.
Hot List	An IPS-generated list created via a user configurable application that allows for screening of special interest license plates.
"Hot swap" or Plug-and-Play	Terms used to describe an accessory device that works immediately when connected to a computer with minimal or no setup configuration.
ICD	Interface Control Document
IFRS	International Financial Reporting Standards
Image	Photograph of a license plate and/or vehicle
ITIL	Information Technology Infrastructure Library
ITL	In-lane Traffic Signal Light
In-lane Violation Alarm Beacon	In-lane hardware device that generates a visible and/or audible alert when a vehicle passes through the lane without a detected method of payment.

Term/Acronym	Definition
ISP	FON-related Inside Plant
ITS	Intelligent Transportation System
JPEG	Joint Photographic Experts Group; format for compressing image files
LAN	Local Area Network
Lane-level Subsystem	The complete set of integrated hardware, software and communications elements that are used to record and process vehicles in a single toll lane or toll zone.
Lane Operational Modes	Refers to the operational status of the lane at any given time. There are five defined operational modes: “Open” – When the lane/zone is available to perform normal revenue collection operations, and open to traffic (i.e. Canopy Light is green). “Standby” – When the lane/zone is available to perform normal revenue collection operations, but closed to traffic (i.e. Canopy Light is red). “Closed” – When the lane/zone is not open for normal revenue collection operations, and is closed to traffic (i.e. Canopy Light is red); but lane/zone can collect data on passing vehicles and generate transactions if the lane is used. “Special Events” – When the lane/zone is open to traffic but not collecting revenue (note: lane/zone continues to collect data on passing vehicles and generate transactions) “Maintenance” - When the lane mode the lane/zone is not open for normal revenue collection operations, and is closed to traffic (i.e. Canopy Light is red); but is functional for maintenance work. Note: Transactions generated while in this mode shall be reported separately (i.e., not with the regular financial reports).
Lane Controller	Component(s) at the roadside that creates and processes transactions and sends to the Toll Host for further processing. The Lane Controller creates a transaction based on the information received from the roadside devices such as the AVC, AVI, etc.
Layer 2 switch communications	Layer 2 is defined as the data-link layer. It is responsible for transferring frames from one computer to another, without errors. After sending a frame, it waits for an acknowledgment from the receiving computer.
Layer 3 switch communications	Layer 3, is the network layer. This layer handles the routing of the data, addresses messages and translates logical addresses and names into physical addresses. It also determines the route from the source to the destination computer and manages traffic problems (flow control), and controlling the congestion of data packets.
Legacy systems	Subsystems and components of the existing toll collection system that will not be replaced with the new Toll Collection System.

Term/Acronym	Definition
LED	Light Emitting Diode
License Plate	This term describes the information the System shall be able to capture such as alpha characters, state, jurisdiction, etc.
Mainline Plaza	A toll collection facility that forms a barrier across the mainline of a toll road. Mainline plazas include toll lanes equipped to either collect cash tolls and/or identify customers paying tolls electronically; and a roadside administration building to support toll operations. The toll lanes can either be single channelized or open road tolling zones with multiple travel lanes.
MB	Manned Booth
Message	Pre-defined data string generated by the toll collection system devices and transmitted over the communications network.
Message Boards	Electronic signs used to convey messages to the customer in a toll lane.
MLT	Manual Lane Terminal
MOMS	Maintenance Online Management System
Monthly Maintenance Fee	Contractually agreed upon amount paid by the County to the Contractor for the maintenance of the Toll Collection System.
MOT	Maintenance of Traffic (as related to MOT Plan)
MP	Mainline Plaza
MTBF	Meantime Between Failures
MUTCD	Manual of Uniform Traffic Control Devices
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NIST	National Institute of Standards and Technology
NTP	Network Time Protocol; Also Notice to Proceed
OCR	Optical Character Recognition
OEM	Original Equipment Manufacturer

Term/Acronym	Definition
OSP	Outside Plant
OS	Operating System
PC	Payment Card
PCI	Payment Card Industry
P2PE	Point-to-Point Encryption - Process of providing continuous protection of the confidentiality and integrity of stored and transmitted information by encrypting it at the origin and decrypting at its destination.
PAT	Plaza Acceptance Test
PBX	Provider of Business Phone System
PCI-DSS	Payment Card Industry Data Security Standards
PDF	Portable Document File
PDR	Preliminary Design Review
Performance Set	Set of images for which review results are already known. Used to measure operator performance and accuracy.
PL	Performance Level
PM	Performance Measures
PMMR	Performance Measures Monitoring Report
Plaza	A physical or logical grouping of lanes and or toll zones. See Mainline Plaza and Ramp Plaza.
Plaza Group	A group of toll plaza facilities that includes a Mainline Toll Plaza and its associated Ramp Plazas.
Plaza Host	A possible alternative architecture that may be proposed by the Contractor that incorporates some or all of the Plaza functionality to a Host level.
Plaza-level Subsystem	The complete set of hardware, software and communications elements that are used to implement designated Plaza functionality.
POS	Point-of-Sale
Positive List	Data file of toll transponder numbers and related data hosted and exchanged by the County and other Florida interoperable toll agencies

Term/Acronym	Definition
Price Proposal	Price submitted by the Proposer
Project Manager	The person responsible for the implementation of the services described herein and lead personnel for both the Contractor and any of its anticipated subconsultants.
Proposal	A formal document that offers a plan and a course of action in response to the need of the toll system replacement/upgrade.
PSI	Pounds per Square Inch
PTD	Patron Toll Display
PTZ	Pan Tilt Zoom camera functions
P2P Configuration	Point-to-Point network configuration
QA	Quality Assurance
QM	Quality Management
RAID	Redundant Array of Independent Disks
Ramp Plaza	A lane, set of lanes, and/or toll zones that are logically associated with a Mainline Plaza for the purposes of control and reporting.
Reason Code	Information regarding the rejection of an image, categorized by codes.
Real Time	Of or relating to computer systems that update information at the same rate as they receive data, enabling them to direct or control a process.
Repair Time	The elapsed time between the time of response and the time the issue is resolved and System is restored to service.
Response Time	The elapsed time between the time the Contractor's answering service is notified by either the County's MOMS or a human-induced alarm or telephone call, of a need for service, and the time the Contractor's technician arrives at the designated work site with the proper tools and spares to conduct the work. If the corrective maintenance issue can be addressed remotely rather than onsite, then the response time shall be defined as the elapsed time between the time the MOMS system notifies the Contractor of the need for service and the time the appropriate Contractor maintenance personnel logs into the System for corrective actions.
RTCS	Roadside Toll Collection System which incorporates all elements of the new toll system from the lane to the Toll Host.
RFID	Radio Frequency Identification

Term/Acronym	Definition
ROI	Region of Interest – characters and jurisdiction from a license plate image
RTM	Requirements Traceability Matrix
RUP	Rational Unified Process
SAT	System Acceptance Test
SCM	Software Configuration Management
Security Access	Software and/or hardware mechanisms by which a system grants or revokes the right to access some data, or perform some action.
SeGo	Transponder protocol used in Florida
SIETET	System Initial End-to- End Test
SLA	Service Level Agreement
SNMP	Simple Network Monitoring Protocol
SNTP	Simple Network Time Protocol
Special Events	A lane mode invoked from the lane or Plaza where the lane or zone controller creates UFMs for all vehicles but the toll rate field contains zero dollars ($0)
SQL	Structured Query Language
SSO	Single Sign-On – system that allows a single user authentication process across multiple IT systems.
Statement of Work	Volume III of the Contract Documents
Stratum 1	Directly linked (not over a network path) to a reliable source of UTC time such as GPS, WWV, or CDMA transmissions. A Stratum-1 to,e server acts as a primary network time standard.
Subsystem	A group of similar or related functions that provide specified functionality in the Toll Collection System, e.g., the Lane-Level subsystem.
SunPass®	An electronic toll collection system program in use in the State of Florida and interoperable with E-PASS.
Supplier	A third party entity that supplies parts or services to the County.
System	The term used to identify the replacement of the County's Toll Collection System.

Term/Acronym	Definition
System Down Time	A planned or unplanned interruption in System availability
System Requirements	The collection of requirements documented in Volume IV of this procurement, which will be further refined during the course of the Project and approved by the County.
TCP/IP	Transmission Control Protocol / Internet Protocol – standard set of protocols for data transmission over networks, including Internet.
TIFF	Tagged Image File Format
Toll Attendant	A person located in a toll booth designated to classify collect cash tolls from customers using the toll facility and perform related activities associated with the collection of tolls.
Toll Collection System	The complete set of hardware, software, communications and infrastructure used for the purpose of collecting tolls and all related activities.
TollOC	Local Toll Operations Center Access
Toll Host	A subsystem that receives, processes, stores and reports on data contained in transactions and messages from the Plaza and Lane levels. This subsystem provides various services to the roadside subsystems.
Toll Lane	A channelized or free flow location equipped with in-lane, roadside and/or overhead equipment and associated software designed for the collection of tolls and/or toll related data.
Toll Zone	One or more un-channelized lanes interfaced to a zone controller where tolling data is collected using all electronic methods.
Traffic Signal	A device located adjacent to a toll lane equipped with traffic lights used to advise the customer (i.e. typically red or green lights).
Transaction	A single record of events associated with a passage of a vehicle through the toll lane/zone.
Transponder	An electronic RFID device or sticker designed to be mounted in or on a vehicle and used for the purposes of associating the vehicle with an E-PASS or other toll or non-revenue account.
Transponder List	Data file of toll transponder numbers and related data hosted and exchanged by the County and other Florida interoperable toll agencies
Triple DES	Common term for “Triple Data Encryption Algorithm”. DES stands for Data Encryption Standard.
TVAS	Transaction Video Audit Subsystem
TVSS	Transient Voltage Surge Suppression
UFM	Universal Financial Message – a single record of events associated with a passage of a vehicle through the toll lane (or toll zone).
UL	Underwriters Laboratories

Term/Acronym	Definition
UML	Unified Modeling Language
UPCT	Unattended Payment Card Terminal
UPS	Uninterrupted Power Supply
US GAAP	Generally Accepted Accounting Principles
UTC	Uniform Traffic Citations
V/DRs	Variance/Defect Reports
Vault	Secure metal device that is used in the current ACM operations and contains coins collected from customers in the ACM.
Violation Alarm Beacon	See In-Lane Violation Alarm Beacon
Violator Alert List	A list of designated chronic violators.
VOI	Vehicle of Interest
VPC	Violation Processing Center
VSR	Vehicle Signature Recognition
WAN	Wide Area Network
XML	eXtensible Markup Language

Exhibit I / B

Technical Specification

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

Negotiated Exceptions to the Scope of Work

Volume VI - Method of Compensation

Attachment 2

Price Proposal Form (with price breakdown and scope descriptions as discussed in 6/18/15 meeting)

Pay Item No.	Name	Unit	Quantity	Unit Price [A]	Extended Price	Proposer Remarks	May 14th Meeting	May 28th Meeting	June 8th Meeting
Toll System						June 18th Final Negotiation Meeting			
1-1	Design and Documentation	LS	1	$84,236.68	$84,236.68	Includes: System design (Host, Plaza, Lanes, and Integrity), design documentation, and as-built plans documentation.	Item created by breaking down the total System Implementation price. No scope changes from Original Bid Proposal. Unit Price: $102,337.43	Optimized resource usage to minimize price. No scope changes from previous Bid Proposal. Unit Price: $84,236.68	No scope changes from previous Bid Proposal. Unit Price: $84,236.68
1-2	Testing	LS	1	$217,199.12	$217,199.12	Includes: Factory Acceptance Test (FAT), Commissioning tests (4 Lanes), and Final System Acceptance Test (SAT)	Item created by breaking down the total System Implementation price. No scope changes from Original Bid Proposal. Unit Price: $217,199.12	No scope changes from previous Bid Proposal. Unit Price: $217,199.12	No scope changes from previous Bid Proposal. Unit Price: $217,199.12
1-3	Host and Plaza	LS	1	$66,990.52	$66,990.52	Includes: Installation Labor for Host/Plaza, MOMS, LAN equipment, and UPS units. Not Included: Hardware for Host/Plaza, MOMS, LAN, and UPS. Hardware to be provided to TransCore by the County.	Item created by breaking down the total System Implementation price. No scope changes from Original Bid Proposal. Unit Price: $277,647.26	Changed Scope: At the County's request, all hardware for Host/Plaza, MOMS, LAN, and UPS was removed. This hardware is to be provided by the County to TransCore. Installation labor for the removed hardware was NOT removed and was kept since TransCore will install the County provided hardware. Unit Price: $66,990.52	No scope changes from previous Bid Proposal. Unit Price: $66,990.52
1-4	Lanes	LS	1	$639,628.31	$639,628.31	Includes Labor and materials for 4 Mixed-mode lanes capable of receiving cash/transponder payment or transponder-only payment options (credit card and coin payment are NOT included). Includes transponder readers/antennas, vehicle classification (number of axles per vehicle), license plate cameras (rear plate cameras only), and in-booth "cash register". Credit card payment capability is NOT included.	Item created by breaking down the total System Implementation price. No scope changes from Original Bid Proposal. Unit Price: $720,046.99	Optmized resource usage to minimize price. Changed Scope: Removed credit card payment capability scope. Confirmed that pay item does not include spare parts. Unit Price: $639,628.31	No scope changes from previous Bid Proposal. Unit Price: $639,628.31
1-5	Customer Service System (Integrity), with Customer Website and Annual Pass	LS	1	$342,461.79	$342,461.79	Includes Customer Website (w/ annual pass credit card payment option), Annual Pass Mgmt, Customer Account Mgmt, Financial Accounting, and Reports	Item created by breaking down the total System Implementation price. No scope changes from Original Bid Proposal. Unit Price: $342,461.79	No scope changes from previous Bid Proposal. Unit Price: $342,461.79	No scope changes from previous Bid Proposal. Unit Price: $342,461.79
1-6	Training	LS	1	$21,900.00	$21,900.00	Includes: 24 hours (3 days) of total training. 1 day for Plaza & Lane Operations (in person), 1 day for System Architecture and Maintenance (web based), and 1 day for Customer Service System training (in person). It also includes travel and training preparation time. Excludes training on the optional systems described in Pay Item No's 5-8.	Item created by breaking down the total System Implementation price. No scope changes from Original Bid Proposal. Unit Price: $62,728.04	Optmized resource usage to minimize price. No scope changes from Original Bid Proposal. Unit Price: $54,302.42	Optmized resource usage to minimize price. Changed scope: System Architecture and Maintenance to be web based instead of face to face. Unit Price: $21,900.00
1-7	Year Zero Warranty Maintenance	LS	0	$0.00	$0.00	Included in the Maintenance Phase.	Item created by breaking down the total System Implementation price. No scope changes from Original Bid Proposal. Unit Price: $353,920.63	Changed Scope: year zero warranty all-inclusive maintenance was changed to time and materials as an option. Unit Price: $165,506.00	Changed Scope: item was moved from the Implementation Phase to the Maintenance Phase. Unit Price: $0.00
1-8	Year Zero Warranty Parts	LS	1	$54,047.22	$54,047.22	Includes: an allotment of spare parts to be used for lane repairs starting in Year 1 of maintenance. Parts are replenished as they are used and stock is depleted. Replenishment parts are billed to the County via the same t&m process used for corrective maintenance or via another mutually agreed upon method. Alternatively, if this allotment is not desired, please note that it can take as long as 120 days for TransCore to receive and deliver repair parts to the Bob Sikes Bridge toll plaza.	Item created by breaking down the total System Implementation price. No scope changes from Original Bid Proposal. Unit Price: $109,347.37	Changed Scope: all-inclusive maintenance was changed to time and materials as an option. As result parts are also on time and materials. Unit Price: $0.00	Changed Scope: item was moved from the Implementation Phase to the Maintenance Phase. Unit Price: $0.00
1-9	Project Management & Administration	LS	1	$264,751.38	$264,751.38	Overall project management labor: software/hardware design mgmt, host/plaza install mgmt, lane install mgmt, project mgmt plan development, schedule development/mgmt, progress meetings/communications, travel, facilities, bonding, and insurance.	Item created by breaking down the total System Implementation price. No scope changes from Original Bid Proposal. Unit Price: $264,751.38	No scope changes from previous Bid Proposal. Unit Price: $264,751.38	No scope changes from previous Bid Proposal. Unit Price: $264,751.38
1-10	Tax Credit	EA	1	-$15,836.00	-$15,836.00	This credit is provided under the assumption that the County is tax exempt and TransCore would not incur any applicable taxes. This will be further discussed between the County and TransCore and be adjusted as needed.	Item had not been discussed yet.	Item was discussed/created. County requested TransCore to breakdown taxes on applicable hardware.	Changed Scope: taxes on applicable hardware was determined. A credit was preliminarily issued until the County and TransCore determine if it still applies after review of all laws/regulations. Unit Price: -$15,836.00
	Subtotal Toll System Implementation				$1,675,379.02	Includes all of the above (per herein and proposal).			
Transponders									
2-1	Transponder [1]	EA	5,000	$20.85		SeGo Hardcase Mini Portable transponders. Includes taxes and shipping.	No scope changes from previous Bid Proposal. Unit Price: $20.85	No scope changes from previous Bid Proposal. Unit Price: $20.85	No scope changes from previous Bid Proposal. Unit Price: $20.85
2-2	Transponder [1]	EA	10,000						

Volume VI - Method of Compensation

Attachment 2

Price Proposal Form (with price breakdown and scope descriptions as discussed in 6/18/15 meeting)

Pay Item No.	Name	Unit	Quantity	Unit Price [A]	Extended Price	Proposer Remarks	May 14th Meeting	May 28th Meeting	June 8th Meeting
Toll System						June 18th Final Negotiation Meeting			
2-3	Transponder [1]	EA	15,000	$10.95		SeGo Sticker Tag transponders. Includes taxes and shipping.	No scope changes from previous Bid Proposal. Unit Price: $10.95	No scope changes from previous Bid Proposal. Unit Price: $10.95	No scope changes from previous Bid Proposal. Unit Price: $10.95
2-4	Transponder [1]	EA	30,000		$0.00	Transponder prices for reference only and not included in the proposal.			
Maintenance (Time and Materials Years 0-2 / All-Inclusive Years 3-10)									
3-0	Spare Parts Allotment	EA	0	$0.00	$0.00	Included in the Implementation Phase	Item had not been discussed yet. Maintenance was all-inclusive	Change in Scope: item was created due to maintenance changing to time and materials. Unit Price: $54,047.22 (*) (*) the difference between this price and the $109,347.37 is just in the quantity of spare parts. Since the County's intent was to reduce the maintenance cost, TransCore optmized the quantity of spare parts to reduce price.	No scope changes from previous Bid Proposal. Unit Price (T&M): $54,047.22 Unit Price (All-In): $0.00
3-1	Toll System Maintenance - Year 0 (Time and Materials)	MO	12	$13,792.17	$165,506.00	**Time and Materials (T&M) Maintenance** **Included:** 24/7 remote system monitoring, warranty software updates, and preventative maintenance. **Not Included:** Hardware, software upgrades, maintenance of traffic (MOT), and corrective maintenance in compliance with the RFP required timeframes (30 mins to detect, 2 hours to respond, and 4 hours to fix). Time to Acknowledge, Respond, and Repair to be discussed/agreed upon between County and TransCore. **Payment (Year 0 Only):** T&M maintenance for the months between Go-Live and October 2016 will be paid by the County to TransCore in October 2016. T&M maintenance for all subsequent months will be paid on a monthly basis.	Item was in the Implementation Phase at this time.	Item was in the Implementation Phase at this time.	Change in Scope: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): $336,357.00 Unit Price (T&M): $165,506.00
3-2	Toll System Maintenance - Year 1 (Time and Materials)	MO	12	$14,274.89	$171,298.71	Same as 3-1	No scope changes from Original Bid Proposal. Unit Price: $354,060.00	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $165,506.00	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): $336,357.00 Unit Price (T&M): $165,506.00
3-2	Toll System Maintenance - Year 2 (Time and Materials)	MO	12	$14,774.51	$177,294.16	Same as 3-1	No scope changes from Original Bid Proposal. Unit Price: $366,444.00	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $171,298.71	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): $348,129.50 Unit Price (T&M): $171,298.71
3-3	Toll System Maintenance - Year 3 (All Inclusive)	MO	12	$31,077.08	$372,925.02	**All Inclusive Maintenance** **Included:** 24/7 remote system monitoring, preventative maintenance, corrective maintenance, warranty software updates, maintenance of traffic (MOT), and compliance with RFP required service level timeframes (30 mins to detect, 2 hours to respond, and 4 hours to fix). **Not Included:** Software and hardware upgrades. **Payment (Years 3 to 10):** all-inclusive maintenance will be paid monthly.	No scope changes from Original Bid Proposal. Unit Price: $379,280.04	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $177,294.16	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): 360,314.03 Unit Price (T&M): $177,294.16
3-4	Toll System Maintenance - Year 4 (All Inclusive)	MO	12	$32,164.78	$385,977.39	Same as 3-3	No scope changes from Original Bid Proposal. Unit Price: $392,554.80	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $183,499.46	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): $372,928.02 Unit Price (T&M): $183,499.46
3-5	Toll System Maintenance - Year 5 (All Inclusive)	MO	12	$33,290.55	$399,486.60	Same as 3-3	No scope changes from Original Bid Proposal. Unit Price: $406,294.31	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $189,921.94	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): $385,977.39 Unit Price (T&M): $189,921.94

Volume VI - Method of Compensation

Attachment 2

Price Proposal Form (with price breakdown and scope descriptions as discussed in 6/18/15 meeting)

Pay Item No.	Name	Unit	Quantity	Unit Price [A]	Extended Price	Proposer Remarks	May 14th Meeting	May 28th Meeting	June 8th Meeting
Toll System						June 18th Final Negotiation Meeting			
3-6	Toll System Maintenance - Year 6 (All Inclusive)	MO	12	$34,455.72	$413,468.63	Same as 3-3	Item created as requested by the County Unit Price: $420,514.21	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $196,569.21	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): $399,486.60 Unit Price (T&M): $196,569.21
3-7	Toll System Maintenance - Year 7 (All Inclusive)	MO	12	$35,661.67	$427,940.04	Same as 3-3	Item created as requested by the County Unit Price: $435,232.62	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $203,449.13	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): $413,468.63 Unit Price (T&M): $203,449.13
3-8	Toll System Maintenance - Year 8 (All Inclusive)	MO	12	$36,909.83	$442,917.94	Same as 3-3	Item created as requested by the County Unit Price: $450,465.76	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $210,569.85	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): $427,940.04 Unit Price (T&M): $210,569.85
3-9	Toll System Maintenance - Year 9 (All Inclusive)	MO	12	$38,201.67	$458,420.07	Same as 3-3	Item created as requested by the County Unit Price: $466,232.07	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $217,939.80	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): $442,917.94 Unit Price (T&M): $217,939.80
3-10	Toll System Maintenance - Year 10 (All Inclusive)	MO	12	$39,538.73	$474,464.77	Same as 3-3	Item created as requested by the County Unit Price: $482,550.19	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $225,567.69	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): $458,420.07 Unit Price (T&M):$225,567.69
	Subtotal Maintenance				$3,889,699.33				
	TOTAL				**$5,565,078.35**				
Reimbursable									
4	Reimbursable Cost	EA							
Future Options - the County may or may not elect to proceed with these items									
5	Image Processing Subsystem (IPS)	LS	1	$410,039.27 *	$410,039.27 *	**Includes:** Violation Processing System, Image Processing System (with OCR and manual review), and Collections System. It includes 3 days of training on these same systems onsite in Pensacola. It assumes that: the County supplies all staff required to operate the systems; The County is not interoperable with SunPass; 20,000 transactions per day with 10% (2,000) being image transactions per the RFP. * Additional per transaction fees may apply for additional services such as manual image review, DMV look-up's, invoice/notice printing, invoice/notice mailing, etc.	Item had not been created yet.	Scope Change: at the County's request, the Future Option Items 5, 6, 7, 8 were included. Unit Price: $410,039.27	No scope changes from previous Bid Proposal. Unit Price: $410,039.27
6	Collection Tracking								
7	Back Office Toll Enforcement Center Subsystem - Violation Processing System (VPC)								
8	Optical Character Recognition (OCR) and Image reviewer function								
	Subtotal Options				$410,039.27				
	GRAND TOTAL				**$5,975,117.62**				

Notes:

[A] Proposer is to complete unit prices in this column, and as necessary offer remarks

[1] Denote potential order quantities for volume pricing over the term of the contract

Volume VI - Method of Compensation

Attachment 2

Price Proposal Form (with price breakdown and scope descriptions as discussed in 6/18/15 meeting)

Pay Item No.	Name	Unit	Quantity	Unit Price [A]	Extended Price	Proposer Remarks
Toll System						June 18th Final Negotiation Meeting
1-1	Design and Documentation	LS	1	$84,236.68	$84,236.68	Includes: System design (Host, Plaza, Lanes, and Integrity), design documentation, and as-built plans documentation.
1-2	Testing	LS	1	$217,199.12	$217,199.12	Includes: Factory Acceptance Test (FAT), Commissioning tests (4 Lanes), and Final System Acceptance Test (SAT)
1-3	Host and Plaza	LS	1	$66,990.52	$66,990.52	Includes: Installation Labor for Host/Plaza, MOMS, LAN equipment, and UPS units. Not Included: Hardware for Host/Plaza, MOMS, LAN, and UPS. Hardware to be provided to TransCore by the County.
1-4	Lanes	LS	1	$639,628.31	$639,628.31	Includes Labor and materials for 4 Mixed-mode lanes capable of receiving cash/transponder payment or transponder-only payment options (credit card and coin payment are NOT included). Includes transponder readers/antennas, vehicle classification (number of axles per vehicle), license plate cameras (rear plate cameras only), and in-booth "cash register". Credit card payment capability is NOT included.
1-5	Customer Service System (Integrity), with Customer Website and Annual Pass	LS	1	$342,461.79	$342,461.79	Includes Customer Website (w/ annual pass credit card payment option), Annual Pass Mgmt, Customer Account Mgmt, Financial Accounting, and Reports
1-6	Training	LS	1	$21,900.00	$21,900.00	Includes: 24 hours (3 days) of total training. 1 day for Plaza & Lane Operations (in person), 1 day for System Architecture and Maintenance (web based), and 1 day for Customer Service System training (in person). It also includes travel and training preparation time. Excludes training on the optional systems described in Pay Item No's 5-8.
1-7	Year Zero Warranty Maintenance	LS	0	$0.00	$0.00	Included in the Maintenance Phase.
1-8	Year Zero Warranty Parts	LS	1	$54,047.22	$54,047.22	Includes: an allotment of spare parts to be used for lane repairs starting in Year 1 of maintenance. Parts are replenished as they are used and stock is depleted. Replenishment parts are billed to the County via the same t&m process used for corrective maintenance or via another mutually agreed upon method. Alternatively, if this allotment is not desired, please note that it can take as long as 120 days for TransCore to receive and deliver repair parts to the Bob Sikes Bridge toll plaza.
1-9	Project Management & Administration	LS	1	$264,751.38	$264,751.38	Overall project management labor: software/hardware design mgmt, host/plaza install mgmt, lane install mgmt, project mgmt plan development, schedule development/mgmt, progress meetings/communications, travel, facilities, bonding, and insurance.
1-10	Tax Credit	EA	1	-$15,836.00	-$15,836.00	This credit is provided under the assumption that the County is tax exempt and TransCore would not incur any applicable taxes. This will be further discussed between the County and TransCore and be adjusted as needed.
	Subtotal Toll System Implementation				$1,675,379.02	Includes all of the above (per herein and proposal).
Transponders						
2-1	Transponder [1]	EA	5,000	$20.85		SeGo Hardcase Mini Portable transponders. Includes taxes and shipping.
2-2	Transponder [1]	EA	10,000			
2-3	Transponder [1]	EA	15,000	$10.95		SeGo Sticker Tag transponders. Includes taxes and shipping.
2-4	Transponder [1]	EA	30,000		$0.00	Transponder prices for reference only and not included in the proposal.
Maintenance (Time and Materials Years 0-2 / All-Inclusive Years 3-10)						
3-0	Spare Parts Allotment	EA	0	$0.00	$0.00	Included in the Implementation Phase
3-1	Toll System Maintenance - Year 0 (Time and Materials)	MO	12	$13,792.17	$165,506.00	**Time and Materials (T&M) Maintenance** **Included:** 24/7 remote system monitoring, warranty software updates, and preventative maintenance. **Not Included:** Hardware, software upgrades, maintenance of traffic (MOT), and corrective maintenance in compliance with the RFP required timeframes (30 mins to detect, 2 hours to respond, and 4 hours to fix). Time to Acknowledge, Respond, and Repair to be discussed/agreed upon between County and TransCore. **Payment (Year 0 Only):** T&M maintenance for the months between Go-Live and October 2016 will be paid by the County to TransCore in October 2016. T&M maintenance for all subsequent months will be paid on a monthly basis.
3-2	Toll System Maintenance - Year 1 (Time and Materials)	MO	12	$14,274.89	$171,298.71	Same as 3-1
3-2	Toll System Maintenance - Year 2 (Time and Materials)	MO	12	$14,774.51	$177,294.16	Same as 3-1
3-3	Toll System Maintenance - Year 3 (All Inclusive)	MO	12	$31,077.08	$372,925.02	**All Inclusive Maintenance** **Included:** 24/7 remote system monitoring, preventative maintenance, corrective maintenance, warranty software updates, maintenance of traffic (MOT), and compliance with RFP required service level timeframes (30 mins to detect, 2 hours to respond, and 4 hours to fix). **Not Included:** Software and hardware upgrades. **Payment (Years 3 to 10):** all-inclusive maintenance will be paid monthly.
3-4	Toll System Maintenance - Year 4 (All Inclusive)	MO	12	$32,164.78	$385,977.39	Same as 3-3
3-5	Toll System Maintenance - Year 5 (All Inclusive)	MO	12	$33,290.55	$399,486.60	Same as 3-3
3-6	Toll System Maintenance - Year 6 (All Inclusive)	MO	12	$34,455.72	$413,468.63	Same as 3-3
3-7	Toll System Maintenance - Year 7 (All Inclusive)	MO	12	$35,661.67	$427,940.04	Same as 3-3
3-8	Toll System Maintenance - Year 8 (All Inclusive)	MO	12	$36,909.83	$442,917.94	Same as 3-3
3-9	Toll System Maintenance - Year 9 (All Inclusive)	MO	12	$38,201.67	$458,420.07	Same as 3-3
3-10	Toll System Maintenance - Year 10 (All Inclusive)	MO	12	$39,538.73	$474,464.77	Same as 3-3
	Subtotal Maintenance				$3,889,699.33	
				TOTAL	**$5,565,078.35**	
Reimbursable						
4	Reimbursable Cost	EA				
Future Options - the County may or may not elect to proceed with these items						
5	Image Processing Subsystem (IPS)	LS	1	$410,039.27 *	$410,039.27 *	**Includes:** Violation Processing System, Image Processing System (with OCR and manual review), and Collections System. It includes 3 days of training on these same systems onsite in Pensacola. It assumes that: the County supplies all staff required to operate the systems; The County is not interoperable with SunPass; 20,000 transactions per day with 10% (2,000) being image transactions per the RFP. * Additional per transaction fees may apply for additional services such as manual image review, DMV look-up's, invoice/notice printing, invoice/notice mailing, etc.
6	Collection Tracking					
7	Back Office Toll Enforcement Center Subsystem - Violation Processing System (VPC)					
8	Optical Character Recognition (OCR) and Image reviewer function					
	Subtotal Options				$410,039.27	
				GRAND TOTAL	**$5,975,117.62**	

Notes:

[A] Proposer is to complete unit prices in this column, and as necessary offer remarks

[1] Denote potential order quantities for volume pricing over the term of the contract

Exhibit I / C

Technical Specification

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

TransCore, LP “Bill of Materials” / Computer Hardware to be provided by Escambia County

Host			
Primary Domain Controller	**Manuf**	**Part No**	**Qty**
PowerEdge R320, Intel Xeon E-24XX v2 Processors	Dell	(210-ACCX)	1
PowerEdge R320 Motherboard, TPM	Dell	(329-BBYC)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extende	Dell	(938-3864)	1
ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year	Dell	(938-3944)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Yea	Dell	(939-6767)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year	Dell	(939-6857)	1
MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year	Dell	(939-7007)	1
Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-335	Dell	(989-3439)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Yea	Dell	(995-8481)	1
On-Site Installation Declined	Dell	(900-9997)	0
Proactive Maintenance Service Declined	Dell	(926-2979)	0
Shipping Material,PowerEdge R320	Dell	(331-6952)	1
On-Board LOM 1GBE (Dual Port for Racks and Towers, Quad Port for Blades)	Dell	(430-4715)	1
iDRAC Port Card	Dell	(421-5340)	1
iDRAC7 Enterprise	Dell	(421-6085)	1
SAS 6Gbps HBA External Controller	Dell	(342-0615)	1
Chassis with up to 4, 3.5" or 2.5" Hot Plug Hard Drives	Dell	(318-2038)	1
SAS Cable for 3.5" in Hot Plug Chassis	Dell	(331-6959)	1
Bezel-4/8 Drive Chassis	Dell	(318-1431)	1
Performance BIOS Setting	Dell	(330-3492)	1
RAID 1 for H710/H310 (2 HDDs)	Dell	(331-6999)	1
PERC H710 Integrated RAID Controller, 512MB NV Cache	Dell	(342-3529)	1
Heat Sink,PowerEdge	Dell	(317-9826)	1
Intel Xeon E5-2407 v2 2.40GHz, 10M Cache, 6.4GT/s QPI, No Turbo, 4C, 80W, Max Mem 1333MHz	Dell	(338-BDZR)	1
8GB RDIMM, 1600MT/s, Low Volt, Single Rank, x4 Data Width	Dell	(370-AAVV)	2
1600MT/s RDIMMS	Dell	(331-4424)	1
Performance Optimized	Dell	(331-4428)	1
300GB 15K RPM SAS 6Gbps 3.5in Hot-plug Hard Drive	Dell	(342-2078)	2
Electronic System Documentation and OpenManage DVD Kit for R32	Dell	(331-6962)	1
DVD, SATA	Dell	(318-2099)	1
ReadyRails Sliding Rails With Cable Management Arm	Dell	(331-4765)	1
Dual Hot Plug Power Supplies 350W	Dell	(331-7022)	1
Power Distribution Board for Hot Plug Power Supplies	Dell	(331-7027)	1
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter	Dell	(310-8509)	2
Windows Server 2012R2 Standard Edition,Factory Installed, No Media, 2 Socket, 2 VMs,NO CALs	Dell	(618-BBDS)	1
Windows Server 2012R2 Standard, Media, FI Enterprise Ed Downgrade image, Eng	Dell	(634-BBPB)	1
5-pack of Windows Server 2012 Remote Desktop Services, User	Dell	(421-9221)	1
Storage Array	**Manuf**	**Part No**	**Qty**
1.2TB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive	Dell	(400-AAIW)	9
Cisco LAN Switch	**Manuf**	**Part No**	**Qty**
Cisco Catalyst 3750X-24P-E - switch - 24 ports	Cisco	(WS-C3750X-24P-E)	3
Cisco SMARTnet extended service agreement	Cisco	(CON-SNT-3750X2PE)	3
Cisco power cable	Cisco	(CAB-3KX-AC)	3
Cisco IOS Universal with Web Based Device Manager	Cisco	(S375XVK9T-12258SE)	3
Cisco - expansion module - 2 ports	Cisco	(C3KX-NM-10G)	3
Cisco StackWise stacking cable - 1.6 ft	Cisco	(CAB-STACK-50CM)	3
Cisco power cable - 1 ft	Cisco	(CAB-SPWR-30CM)	3
Cisco - power supply - hot-plug / redundant - 715 Wat	Cisco	(C3KX-PWR-715WAC)	3
Time Server	**Manuf**	**Part No**	**Qty**
SyncServer 300	Symmetricom	SyncServer 300	1
Tape Loaders for Archival	**Manuf**	**Part No**	**Qty**
PowerVault TL2000 Tape Library, 2U, 24 Slot, 1 or 2 Drives	Dell	(225-4565)	1
6Gb SAS HBA, Dual Port	Dell	(342-1091)	1
Qty2, 6Gb, EXT,CBL,I/O,SAS,4MTR	Dell	(330-8773)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended	Dell	(984-9544)	1
ProSupport : 7x24 HW / SW Tech Support and Assistance , 5 Year	Dell	(984-9724)	1
Dell Hardware Warranty, Extended Year(s)	Dell	(985-3228)	1
Dell Hardware Warranty Plus OnSite Service Inital YR	Dell	(985-3238)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Yea	Dell	(988-9190)	1
Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-335	Dell	(989-3439)	1
MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year	Dell	(990-9697)	1
On-Site Installation Declined	Dell	(983-5227)	0
Proactive Maintenance Service Declined	Dell	(926-2979)	0
LTO5 Media 15PK	Dell	(342-1166)	1
LTO5 Tape Labels, 1-60	Dell	(389-BCFM)	1
LTO Tape Cleaner	Dell	(310-8733)	1
Documentation and Shipping	Dell	(340-AKUK)	1
DMZ Switch	**Manuf**	**Part No**	**Qty**
Cisco Catalyst 2960 series 7-port switch	Cisco	2960G-8TC-L	1
Plaza			
Third Party Software	**Manuf**	**Part No**	**Qty**
Microsoft Exchange Server - Standard Edition	MicroSoft	N/A	1
Microsoft Visual Studio	MicroSoft	N/A	1
Symantec Endpoint Protection - (v. 12.1) - license + 1 Year Essential Support - 1 user - Symantec Buying Programs : Express -level D (100-249)	Symantec	0E7IOZF0-EI1ED	15
Patch Manager - License + 1 Year Maintenance - up to 250 nodes - Wir	Solarwinds	11001-SOW	1
ORION NPM SL100 1SVR LIC W/MAINT	Solarwinds	1247	1
Symantech Back-up Exact	Symantech	N/A	1
Rack	**Manuf**	**Part No**	**Qty**
Switch PDUs	APC	AP8841	1
APC NetShelter SX Enclosure with Sides - rack - 42U	APC	AR3100	1
APC rack cable management panel (vertical)	APC	AR8442	1
UPS	**Manuf**	**Part No**	**Qty**
Liebert GXT3 UPS, 3000VA (* exact model number must match existing plaza power requirements	Liebert	GXT3-3000RT120*	5

Atkins North America, Inc.

482 South Keller Road
Orlando
FL 32810-6101

Tel: +1 407 647 7275/'+1 800 284 5182
Direct no: 407-806-4299

info@atkinsglobal.com
www.atkinsglobal.com/northamerica

Project No.: 100029565

Mr. Michael Langston, PE
Project Manager
Baskerville-Donovan, Inc.
449 West Main Street
Pensacola, Florida, 32502

June 25, 2015

Escambia County PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

Dear Mr. Langston

As requested by the County, this letter is provided as a follow-up to the recently completed negotiations between the County and TransCore, Inc. for the contract to implement the Toll System Upgrade on the Bob Sikes Bridge. The negotiated price for the work is itemized as follows:

Toll System Implementation (by TransCore)	$1,621,331.80
Owner-furnished Materials (by County)	$81,693.32
SUBTOTAL - Toll System Implementation	**$1,703,025.12**
Spare Parts	$54,047.22
TOTAL - Toll System Implementation	**$1,757,072.34**

Atkins is comfortable with the negotiated price for the work based on our experience with similar toll system projects, current toll industry trends and the circumstances of this project.

Sincerely,

Donald L. Erwin, Jr. PE
Project Manager
Associate Vice President
Atkins North America

DLE/dle

Cc: David Forte
Tom Delaney
Tom Knuckey

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8448 **County Administrator's Report** **13. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2015
Issue: Acceptance of a Portion of Real Property for "E" Street ADA Sidewalk Upgrades and Drainage Improvements
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of the Donation of a Portion of Real Property for "E" Street ADA Sidewalk Upgrades and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a portion of real property located in the 2800 block of North "E" Street at the southeast corner of the intersection of "E" Street and Leonard Street, for Americans with Disabilities Act (ADA) sidewalk upgrades and drainage improvements:

A. Accept the donation of a portion of real property containing 155 square feet, located in the 2800 block of North "E" Street at the southeast corner of the intersection of "E" Street and Leonard Street from Athena Acoff, for ADA sidewalk upgrades and drainage improvements;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for sidewalk 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 Deed as of the day of delivery of the Warranty Deed 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 "E" Street ADA Sidewalk Upgrade and Drainage Improvement Project is part of the Neighborhood Enhancement Program, which involves the reconstruction of sidewalks,ramps, pedestrian access upgrades (push buttons, signals, crosswalks, etc.), and incidental drainage improvements in the area of reconstruction. Improvements will be made on "E" Street at the intersections of Jordan Street and Leonard Street. Ms. Athena Acoff has agreed to donate 155 square foot of property needed to facilitate the construction of this project.

Board approval is required for acceptance of the donated property.

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 Deed 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

Warranty Deed

Parcel Information

Aerial Map

Prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505
A Portion of Parcel 18-2S-30-6000-001-051

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 14 day of May, 2015, by and between Athena Acoff, a single woman, whose address is 357 Adler Avenue, Mobile, Alabama 36604 (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 attached Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2015; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose 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 Darren Roberson
Print Name Darren Roberson

Witness Frank Mitchell
Print Name FRANK Mitchell

Grantor
By: Athena Acoff
Athena Acoff

STATE OF Alabama
COUNTY OF Mobile

The foregoing instrument was acknowledged before me this 14th day of MAY, 2015, by Athena Acoff. She (✓) is personally known to me, or (_) has produced current _____ as identification.

Creola G. Ruffin
Signature of Notary Public

Creola G. Ruffin
Printed Name of Notary Public

State of Alabama At Large
My Commission Expires 12-20-16

(Notary Seal)

ACCEPTANCE

This WARRANTY DEED was accepted by Escambia County, Florida on the _____ day of _____, 2015, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

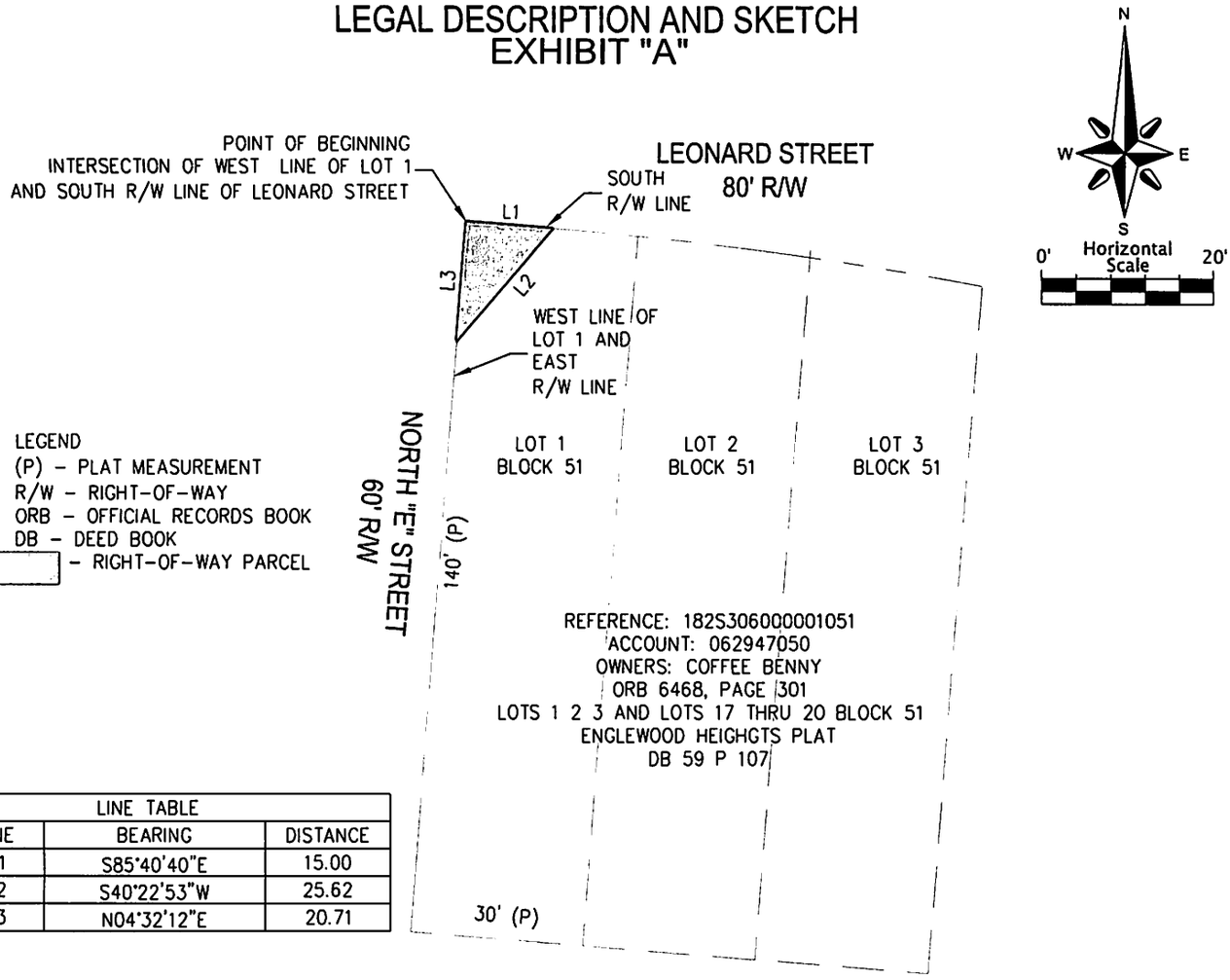
ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date June 16, 2015

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S85°40'40"E	15.00
L2	S40°22'53"W	25.62
L3	N04°32'12"E	20.71

Legal Description
Parcel for County Right-of-Way
Property Reference Number 18-2S-30-6000-001-051
April 29, 2015

A parcel of land for County right-of-way lying in Section 18, Township 2 South, Range 30 West, Escambia County, Florida, also being a portion of Lot 1, Block 51, Englewood Heights Subdivision as recorded in Deed Book 59 at page 107 of the public records of said County and being more particularly described as follows:

Begin at the intersection of the West line of said Lot 1, Block 51 and the South right-of-way line of Leonard Street (80' R/W); thence South 85°40'40" East long said South right-of-way line for 15.00 feet; thence departing said South right-of-way line South 40°22'53" West for 25.62 feet to said West line of Lot 1 and the East right-of-way line of North "E" Street (60' R/W); thence North 04°32'12" East along said West line of Lot 1 and East right-of-way line for 20.71 feet to the Point of Beginning. Containing 155 square feet and 0.004 acres, more or less.

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.
3) MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.
4) FIELD DATE: APRIL 7, 2014; FIELD NOTES RECORDED IN FIELD BOOK 510, PAGES 68-77, FIELD BOOK 509, PAGE 71.
5) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD;
ESCAMBIA COUNTY PROPERTY APPRAISER'S MAPS; A PLAT OF ENGLEWOOD HEIGHTS SUBDIVISION, *PLAT DEED BOOK 59, PAGE 107,* RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; A FDOT R/W MAP FOR LEONARD STREET, MAP NUMBER 48500-2604 DATED 3/14/1967 AND EXISTING FIELD MONUMENTATION.
6) THE BEARINGS SHOWN HEREON WERE REFERENCED TO SOUTH 85°40'40" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF LEONARD STREET (80' R/W) AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, FL NORTH LAMBERT, NAD 83/90.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

L:\Drafting\EE STREET\20140012\dwg\E STREET INTERSECTIONS ADA-20140012-LEGALS.dwg

Drawn By: CSR	Project No.: 20140012	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date: 04/07/2014	Drawing No. L-4989A	
Drawing Date: 04/29/2015	Field Book: 510 Page: 68-77	
Section, Township, Range: 18, T-2-S, R-30-W		
Type of Survey:	Sheet No. 1 of 1	Date:
LEGAL DESCRIPTION AND SKETCH		R.S. Colocado Professional Surveyor and Mapper No. 6049 State of Florida
Revisions:	Date:	The Legal Description and Sketch shown hereon is true and correct and in compliance with the Minimum Technical Standards / Standards of Practice 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.

Valid Only With Embossed Seal

ESCAMBIA COUNTY FLORIDA

Source: Escambia County Property Appraiser

Navigate Mode ⊙Account ○Reference

Restore Full Page Version

General Information

Reference:	182S306000001051
Account:	062947050
Owners:	ACOFF ATHENA
Mail:	357 ADLER AVE MOBILE, AL 36604
Situs:	2800 BLK N E ST 32501
Use Code:	VACANT COMMERCIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2014	$57,106	$0	$57,106	$34,214
2013	$57,106	$0	$57,106	$31,104
2012	$57,106	$0	$57,106	$28,277

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/09/2015	7326	1639	$100	WD	View Instr
01/14/2009	6468	301	$25,000	WD	View Instr
04/1993	3345	890	$19,900	WD	View Instr
04/1990	2846	741	$12,400	WD	View Instr
04/1990	2846	740	$5,000	WD	View Instr
01/1974	791	12	$9,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions

None

Legal Description

LTS 1 2 3 AND LTS 17 THRU 20 B LK 51 ENGLEWOOD HTS WITH THE 9 0 FT OF THAT 20 FT ALLEYWAY LY ING BETWEEN LTS 1 THRU 10 AND...

Extra Features

None

Parcel Information

Section Map Id:
18-2S-30

Approx. Acreage:
0.6900

Zoned:
Com

Evacuation & Flood Information
Open Report

View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

E Street & Leonard Street

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 6/18/15 DISTRICT 3

Athena Acoff Property

Area Donated for ADA Upgrades

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8385 **County Administrator's Report** **13. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2015
Issue: Acceptance of a Drainage Easement from Jane Rollo Franklin for the Willowbrook Dam Improvement Project
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage Easement from Jane Rollo Franklin for the Willowbrook Dam Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a Drainage Easement (approximately 1.21 acres), located in the 600 Block of Dye Street, from Jane Rollo Franklin, and the allocation of design and construction funding for the Willowbrook Dam Improvement Project:

A. Accept the donation of a 1.21 acre drainage easement located in the 600 Block of Dye Street, from Jane Rollo Franklin, for the Willowbrook Dam Improvement Project;

B. Authorize the payment of documentary stamps as the drainage easement is being donated for governmental use, which is for drainage and water quality improvements, and the County benefits from the acceptance of this drainage easement, which will enhance the safety and well-being of the citizens of Escambia County;

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

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;

E. Authorize a Budget Amendment to transfer $400,000 in Local Option Sales Tax (LOST III) from funds available in the Bridge Renovations Project to the Willowbrook Dam Improvement Project, and authorize staff to proceed with preparation of a scope of work for design services, bidding, and construction; and

F. Authorize staff to initiate activities to establish the means for perpetual maintenance of the Willowbrook Dam through the Municipal Services Benefit Unit (MSBU) program.

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

BACKGROUND:

The Willowbrook Dam Project was submitted to the Natural Resources Conservation Service and Emergency Watershed Protection (NRCS – EWP) program for consideration. Unfortunately, it was denied because historical photographs indicated previous damage and a lack of maintenance occurred prior to the April 2014 storm event. In addition, the project was not eligible for Federal Emergency Management Agency (FEMA) Public Assistance (PA) funding because the dam is located on private property.

Documents provided by the Willowbrook subdivision representatives indicate major reconstruction and repair efforts have been periodically made since 1987. It appears that the most recent dam failure originated near the area around the outflow structure that is constructed through the dam embankment. This failure caused downstream flooding, flood damage to homes and properties and damage to county infrastructure, and left deposits of sediment and debris. The dam has historically provided water quality benefits and stormwater attenuation during normal storm events for approximately 1,050 upstream acres (see basin map). Completing the repair will again reduce downstream impacts and will enhance the safety and well-being of the citizens of Escambia County.

The proposed action is to repair the breach in the embankment to meet the original design while also meeting current standards and structural specifications. As with the Crescent Lake Dam, it is expected that Northwest Florida Water Management District (NWFWMD) representatives will consider the dam hazard rating as "moderate" for purposes of Environmental Resource Permitting (ERP). The spillway design must meet requirements for a 25-year critical storm event. County maintenance of the dam would benefit the surrounding and outlying community by protecting Chemstrand Road, a main arterial, and by protecting numerous down-gradient homes and properties located along the 3-mile outfall route between the dam and the Escambia River. Approval of the easements, repair and scheduled inspections, and routine maintenance of the dam, is recommended to keep the dam functioning properly.

The county proposes to repair the damage with Local Option Sales Tax (LOST) III funds and to maintain the structure utilizing the Municipal Services Benefit Unit (MSBU) program. The funds will be transferred from the Bridge Renovations Project.It is estimated that design and required permitting for the repair can be completed in four months, with bidding in two months and construction in 120 days.

Board approval is required for the Board's acceptance of the donated Drainage

Easement, to reallocate budget dollars to provide sufficient funding for design and construction of the dam repairs, and to initiate the MSBU process to fund perpetual maintenance of the dam.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's office.

A budget amendment will be prepared after BCC approval to transfer LOST III funding.

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 Codes.

Attachments

Drainage Easement

Parcel Information

Map

Basin Map

BCC Action 2 5 15

Prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Willowbrook Drainage Project
Parcel 22-1N-30-1100-010-002

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 27 day of May, 2015, by and between Jane Rollo Franklin, a single woman, whose mailing address is 649 Dye Street, Pensacola, Florida 32534. (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 22, Township 1N, Range 30 West, Escambia County, Florida; and

WHEREAS, 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 consideration, 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 and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement 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, 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 agrees 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 that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTOR:

Witness _____
Print Name Bernie W Manning

Witness _____
Print Name Kara Johnson

By: _____
Jane Rollo Franklin

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27 day of May, 2015, by Jane Rollo Franklin. She (✓) is personally known to me, or (_) produced current _____ as identification.

_____
Signature of Notary Public

(Notary Seal)

Bernie W Manning
Printed Name of Notary Public

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20___,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date June 5, 2015

EXHIBIT "A"

Legal Description
Drainage Easement
Property Reference Number 22-1N-30-1100-010-002

A non-exclusive Drainage Easement over that parcel of land being described as the East 160.00 feet of Lot 1, Block 2, Willowbrook, being a subdivision of a portion of Section 22, Township 1 North, Range 30 West, Escambia County, Florida, according to the Plat recorded in Plat Book 4, at Pages 41 and 41A, of the Public Records of said county, containing 1.21 acres, more or less. Said parcel is recorded in Official Records Book 5087 at page 1130.

Chris Jones
Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations

Back

Navigate Mode Account Reference

Printer Friendly Version

This property was sold to Ms. Franklin on April 18, 2015 Property Information has not been updated

General Information

Reference:	221N301100010002
Account:	110608000
Owners:	PETERSEN FLOYD D & CATHY G
Mail:	1143 CAMAREE PL PENSACOLA, FL 32534
Situs:	600 DYE ST BLK 32534
Use Code:	VACANT RESIDENTIAL
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:	$0
Land:	$1,900
Total:	$1,900
Save Our Homes:	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/2003	5087	1130	$4,000	WD	View Instr
07/2001	4744	1260	$100	QC	View Instr
01/1995	3714	499	$100	CJ	View Instr
01/1975	956	349	$2,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

None

Legal Description

E 160 FT OF LT 1 BLK 2 WILLOWBROOK PB 4 P 41/41A
PB 4 P 41/41A OR 5087 P 1130

Extra Features

None

Parcel Information

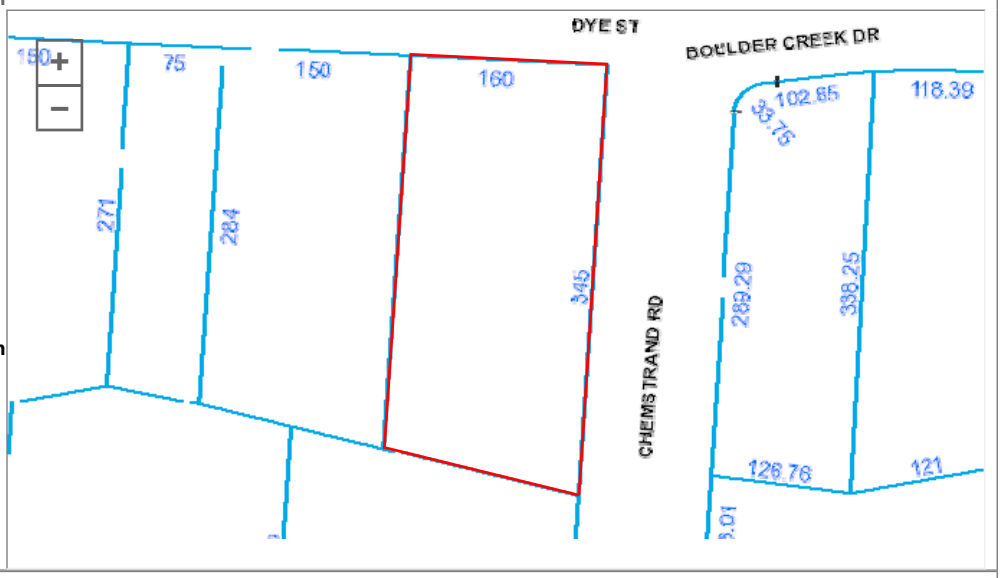
Launch Interactive Map

Section Map Id:
22-1N-30-1

Approx. Acreage:
1.2000

Zoned:
V-2

Evacuation & Flood Information
Open Report



Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

600 Block of Dye Street

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 9/22/14 DISTRICT 5

Franklin Parcel

Date of Photography - May 2014

Scale

0 0.125 0.25 0.5 0.75 1 Miles

This map has been prepared by Escambia County GIS with input provided by Escambia County Public Works Department Staff using a variety of available sources. This depiction is for general purpose to assist in future decision making for the area. A more detailed study could provide improved accuracy.

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Continued…

B. Adopting the Resolution *(R2015-12)* authorizing maintenance of three abandoned cemeteries, in accordance with Section 497.284, Florida Statutes, to provide for the expenditure of County funds and resources for maintenance of Mt. Zion Historical Cemetery, Magnolia Cemetery, and AME Zion Cemetery;

C. Authorizing the Chairman to sign the Resolution; and

D. Amending the Board's action of September 23, 2014, to provide that $15,000 of Tourist Development Tax dollars may be used for maintenance of the AME Zion Cemetery, in addition to the Mt. Zion Historical Cemetery and the Magnolia Cemetery.

4. RESTORE Project Update

The Board heard an update on the progress and activities of the RESTORE Act Advisory Committee and County staff, per the presentation provided.

5. County Stormwater Management System

Motion made by Commissioner Robertson, seconded by Commissioner May, and carried unanimously, taking the following action concerning the Administrator and staff to enter *(into)* talks with homeowners associations for the following areas: Willowbrook Lake, Crescent Lake, and Lake Charlene:

A. Approving the Administrator and staff to enter *(into)* talks with homeowners associations for the following areas: Willowbrook Lake, Crescent Lake and Lake Charlene; this is in reference to considerations of properties potentially becoming public as a part of a holistic County stormwater management system; and

B. Directing staff to gather information and bring recommendations back to the Commission, to include the potential cost and the benefits of each.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8390 **County Administrator's Report** **13. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2015
Issue: Acceptance of a Drainage Easement from James B. and Sara G. Fiveash for the Willowbrook Dam Improvement Project
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage Easement from James B. and Sara G. Fiveash for the Willowbrook Dam Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a drainage easement (containing 0.937 acres), located in the 600 Block of Orby Street, from James B. and Sara G. Fiveash, and the allocation of design and construction funding for the Willowbrook Dam Improvement Project:

A. Accept the donation of a 0.937 acre drainage easement located in the 600 Block of Orby Street, from James B. and Sara G. Fiveash, for the Willowbrook Dam Improvement Project;

B. Authorize the payment of documentary stamps as the drainage easement is being donated for governmental use, which is for drainage and water quality improvements, and the County benefits from the acceptance of this drainage easement, which will enhance the safety and well-being of the citizens of Escambia County;

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

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; and

E. Authorize staff to initiate activities to establish the means for perpetual maintenance of the Willowbrook Dam through the Municipal Services Benefit Unit (MSBU) Program.

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

BACKGROUND:

The Willowbrook Dam project was submitted to the Natural Resources Conservation Service and Emergency Watershed Protection (NRCS – EWP) program for consideration. Unfortunately, it was denied because historical photographs indicated previous damage and a lack of maintenance occurred prior to the April 2014 storm event. In addition, the project was not eligible for Federal Emergency Management Agency (FEMA) Public Assistance (PA) funding because the dam is located on private property.

Documents provided by the Willowbrook subdivision representatives indicate major reconstruction and repair efforts have been periodically made since 1987. It appears the most recent dam failure originated near the area around the outflow structure that is constructed through the dam embankment. This failure caused downstream flooding, flood damage to homes and properties and damage to county infrastructure, and left deposits of sediment and debris. The dam has historically provided water quality benefits and stormwater attenuation during normal storm events for approximately 1,050 upstream acres (see basin map). Completing the repair will again reduce downstream impacts and will enhance the safety and well-being of the citizens of Escambia County.

The proposed action is to repair the breach in the embankment to meet the original design while also meeting current standards and structural specifications. As with the Crescent Lake Dam, it is expected that Northwest Florida Water Management District (NWFWMD) representatives will consider the dam hazard rating as "moderate" for purposes of Environmental Resource Permitting (ERP). The spillway design must meet requirements for a 25-year critical storm event. County maintenance of the dam would benefit the surrounding and outlying community by protecting Chemstrand Road, a main arterial, and by protecting numerous down-gradient homes and properties located along the 3-mile outfall route between the dam and the Escambia River. Approval of the easements, repair and scheduled inspections, and routine maintenance of the dam, is recommended to keep the dam functioning properly.

It is estimated that design and required permitting for the repair can be completed in four months, with bidding in two months and construction in 120 days.

Board approval is required for the Board's acceptance of the donated Drainage Easement, to reallocate budget dollars to provide sufficient funding for design and construction of the dam repairs, and to initiate the MSBU process to fund perpetual maintenance of the dam.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's office.

A budget amendment will be prepared after BCC approval to transfer LOST III funding.

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 Codes.

Attachments

Drainage Easement
Parcel Information
Basin Map
Map
BCC Action 2 5 15

This document was prepared by:
Stacey S. Ward
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Willowbrook Drainage Project
Parcel 22-1N-30-1100-410-002

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 8th day of June, 20 15, by and between James B. Fiveash and Sara G. Fiveash, husband and wife, as Trustees for the Fiveash Living Trust dated March 17, 2000, whose mailing address is 1143 Camaree Place, Pensacola, Florida 32534 (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:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 22, Township 1N, Range 30 West, Escambia County, Florida;

WHEREAS, the Grantors are the owners 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 consideration, 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.

See attached 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, themselves, their 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 they are lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit the Grantee from using the easement area for drainage and Grantors hereby waive 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 their hands and seal the date first above written.

Signed, sealed and delivered
in the presence of:

Witness _____
Print Name Bernie W Manning
Witness _____
Print Name Kara Johnson

GRANTORS

By: _____
James B. Fiveash, as Trustee for the Fiveash Living Trust dated March 17, 2000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of June, 2015, by James B. Fiveash, as Trustee for the Fiveash Living Trust dated March 17, 2000. He (✓) is personally known to me or (____) has produced current _____ as identification.

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

_____
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

Witness _____
Print Name Bernie W Manning
Witness _____
Print Name Kara Johnson

By: _____
Sara G. Fiveash, as Trustee for the Fiveash Living Trust dated March 17, 2000.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of June, 2015, by Sara G. Fiveash, as Trustee for the Fiveash Living Trust dated March 17, 2000. She (✓) is personally known to me or (____) has produced current _____ as identification.

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

_____
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 _____, 20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISISONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, 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 June 11, 2015

EXHIBIT "A"

Legal Description
Drainage Easement
Property Reference Number 22-1N-30-1100-410-002

A non-exclusive Drainage Easement over the East 125.00 feet of that parcel of land being described as Lot 41, Block 2, Willowbrook, being a subdivision of a portion of Section 22, Township 1 North, Range 30 West, Escambia County, Florida, according to the Plat recorded in Plat Book 4, at Pages 41 and 41A, of the Public Records of said county, said easement containing 0.937 acres, more or less. Said parcel is also recorded in Official Records Book 4540 at page 1061.

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1/Portability Calculations

Back

Navigate Mode Account Reference

Printer Friendly Version

General Information

Reference:	221N301100410002
Account:	110646000
Owners:	FIVEASH JAMES B & SARA G TRUSTEES OF FIVEASH TRUST
Mail:	616 ORBY ST PENSACOLA, FL 32534
Situs:	600 ORBY ST BLK 32534
Use Code:	VACANT RESIDENTIAL
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:	$0
Land:	$4,750
Total:	$4,750
Save Our Homes:	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/2000	4540	1061	$100	WD	View Instr
10/1983	2982	230	$2,500	WD	View Instr
01/1969	461	274	$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

None

Legal Description

LT 41 BLK 2 OR 2982/4540 P 230/1061 WILLOWBROOK PB 4 P 41/41A

Extra Features

None

Parcel Information

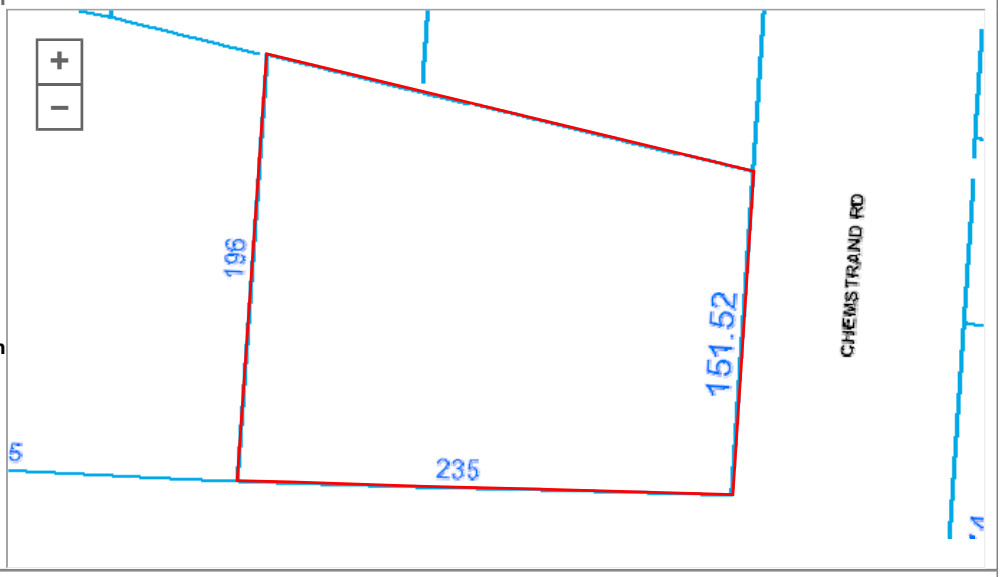
Launch Interactive Map

Section Map Id:
22-1N-30-1

Approx. Acreage:
0.9600

Zoned:
V-2

Evacuation & Flood Information
Open Report



Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Date of Photography - May 2014

Scale

0 0.125 0.25 0.5 0.75 1 Miles

This map has been prepared by Escambia County GIS with input provided by Escambia County Public Works Department Staff using a variety of available sources. This depiction is for general purpose to assist in future decision making for the area. A more detailed study could provide improved accuracy.

600 Block of Orby Street

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 9/22/14 DISTRICT 5

Fiveash Property

Easement Area

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Continued…

B. Adopting the Resolution *(R2015-12)* authorizing maintenance of three abandoned cemeteries, in accordance with Section 497.284, Florida Statutes, to provide for the expenditure of County funds and resources for maintenance of Mt. Zion Historical Cemetery, Magnolia Cemetery, and AME Zion Cemetery;

C. Authorizing the Chairman to sign the Resolution; and

D. Amending the Board's action of September 23, 2014, to provide that $15,000 of Tourist Development Tax dollars may be used for maintenance of the AME Zion Cemetery, in addition to the Mt. Zion Historical Cemetery and the Magnolia Cemetery.

4. RESTORE Project Update

The Board heard an update on the progress and activities of the RESTORE Act Advisory Committee and County staff, per the presentation provided.

5. County Stormwater Management System

Motion made by Commissioner Robertson, seconded by Commissioner May, and carried unanimously, taking the following action concerning the Administrator and staff to enter *(into)* talks with homeowners associations for the following areas: Willowbrook Lake, Crescent Lake, and Lake Charlene:

A. Approving the Administrator and staff to enter *(into)* talks with homeowners associations for the following areas: Willowbrook Lake, Crescent Lake and Lake Charlene; this is in reference to considerations of properties potentially becoming public as a part of a holistic County stormwater management system; and

B. Directing staff to gather information and bring recommendations back to the Commission, to include the potential cost and the benefits of each.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8452 **County Administrator's Report** **13. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/07/2015
Issue: Florida-Alabama Transportation Planning Organization - FY 2017-2021 Project Priorities
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida-Alabama Transportation Planning Organization - Fiscal Years 2017-2021 Project Priorities - Joy D. Blackmon, P.E., Public Works Department Director

That the Board review and discuss the proposed changes to the Florida-Alabama (FL-AL) Transportation Planning Organization (TPO) Fiscal Years 2017-2021 Project Priorities for transportation projects located within unincorporated Escambia County.

BACKGROUND:

Annually, the TPO reviews and adopts transportation project priorities in July for submittal to Florida Department of Transportation (FDOT) by August 11th. This document is part of the Transportation Improvement Program (TIP) development process. The purpose of the Project Priorities is to ensure that transportation projects programmed by FDOT in the Five-Year Work Program are consistent with local needs and plans for the TPO planning area. Escambia County Transportation and Traffic Operations (TTO) Staff developed a matrix formula that factors in congestion (current and future Annual Average Daily Traffic (AADT)), project costs and constructability. After calculating the factors and considering the current TPO Project Priority rankings, the priority shifts listed below are the results of the formula generation. None of the recommended priority changes impact any other local government's project rankings; this is simply a shift in the Escambia County projects listed on the FL-AL TPO Non-Strategic Intermodal System (SIS) Capacity Projects List.

Below are the recommended changes to the FL-AL TPO Non-SIS Capacity Projects List:

- Nine Mile Road (Mobile Highway to Beulah Road) – Remain #7 (#'s 1 to 6 are the annual box funds, so #7 is essentially the #1 project priority)
- Burgess Road (US 29 to I-110 overpass) – Remain #8
- US 29 Connector (Nine Mile Road to US 29) – Move to #10 from #23
- Blue Angel Parkway (Sorrento Road to US 98) – Move to #14 from #22

- Gulf Beach Highway (Fairfield Drive to Navy Boulevard) – Move to #15 from #14
- Gulf Beach Highway (Blue Angel Parkway to Fairfield Drive) – Move to #16 from #15
- Express Bus Route (Pensacola to Navarre) – Remain #21
- Ninth/Langley/Tippin – Move to #22 from #24
- Pinestead Road – Longleaf Drive (Pine Forest Road to US 29) – Move to #23 from #10
- Sorrento Road (Innerarity Point Road/Gulf Beach Highway to Blue Angel Parkway) – Move to #24 from #16
- Perdido Key Drive (Alabama State Line to Innerarity Point Road/Gulf Beach Highway) – Remain #25

The only other recommended project priority change falls under the FL-AL TPO Bicycle/Pedestrian Projects List, and the recommended change is to move the SR 292 (Perdido Key Drive) Sidewalks Project to the #1 Bike/Pedestrian Project. The recommended change also includes amending the project description to allow for a 10' shared-use path on the north side and 5' sidewalks for the majority of the south side of Perdido Key Drive. The shift to #1 would slide the current #1 project, which is the SR 30 (Navy Boulevard) Sidewalks Project, down to #2.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

County Public Works staff will coordinate with TPO staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

County Public Works staff will inform TPO Staff of the Board's recommended changes to project priorities for proper disclosure to the FL-AL TPO Board.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8484 **County Administrator's Report** **13. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/07/2015
Issue: Escambia County Health Facilities Authority Reappointments
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Health Facilities Authority Reappointments, as Requested by Paula G. Drummond, Executive Director & General Council - Jack R. Brown, County Administrator

That the Board take the following action concerning reappointments to the Escambia County Health Facilities Authority, as Requested by Paula G. Drummond, Executive Director & General Council:

A. Approve the reappointment of Mr. J. H. Keith Bullock, effective August 22, 2015, through August 21, 2019;

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

C. Approve the reappointment of Mr. Arthur J. Hall, effective August 22, 2015, through August 21, 2019.

BACKGROUND:

This Escambia County Health Facilities Authority (Authority) was created in accordance with Chapter 74-323, Laws of Florida, Acts of 1974. The purpose of the Authority is to assist health facilities in the acquisition, construction, financing and refinancing of projects in any incorporated or unincorporated area within the geographical limits of Escambia County.

Ms. Paula Drummond, Executive Director and General Counsel, Escambia County Health Facilities Authority, on behalf of the Authority, has requested that the Board reappoint Mr. Bullock and Mr. Hall. Their Resumes are provided for your review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, 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

Letter from Paula Drummond

Bullock - Resume

Hall - Resume

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non-Profit Health Facilities

June 12, 2015

Mr. Jack R. Brown
Escambia County Administrator
221 Palafox Place
Suite 420
Pensacola, FL 32501

Re: Reappointment of Board Members Arthur J. Hall, Jr. and J.H. Keith Bullock

Dear Mr. Brown:

I am contacting you on behalf of the Health Facilities Authority Board to request the reappointment of two of our board members whose terms expire on August 21, 2015. Board Members Arthur J. (Jim) Hall, Jr. and J.H. Keith Bullock have each agreed to serve for a new four year term if reappointed by the Board of County Commissioners.

Enclosed are the current resumes of Mr. Hall and Mr. Bullock. Both of these men bring a wealth of experience and knowledge to the Authority which has greatly benefited our operations. We are very fortunate they are willing to donate their time and expertise to serve our community.

The Authority requests that Mr. Hall and Mr. Bullock each be reappointed for another term commencing August 22, 2015 and ending on August 21, 2019.

Please contact me if additional information is needed. Thank you for your assistance.

Sincerely yours,

Paula G. Drummond

Paula G. Drummond
Executive Director & General Counsel

PGD:dl

Copies to:
Mr. Jim Hall
Mr. Keith Bullock

Street Address: 1019 N. 12th Avenue • Pensacola, FL 32501 • 850-432-7555
Mailing Address: P.O. Box 2667 • Pensacola, FL 32513-2667 • 850-433-8845 (fax)

J. H. Keith Bullock, AIA
3610 Molaree Dr.
Pensacola, Fl 32503
jhkeithb@gmail.com
850-982-8797

PROFESSIONAL EXPERIENCE

Senior Project Manager with Prime AE Group, Pensacola Fl. (2015- current)

Senior Project Director with Caldwell Associates Architects managing multiple project teams specializing in governmental and institutional architecture and planning activities. Project highlights include Bldg 1500 Command Headquarters, Pensacola NAS (2009-2015)

Principal and managing partner with SMB Architects, an architecture firm specializing in private sector developer driven markets with extensive focus in the hospitality market. (1992-2009)

Project Architect with Bullock Tice Associates. (1985-1992)

Managing partner in several single entity real estate development companies focused on office and residential development. (1992-2010)

EDUCATION

Oxford College at Emory University, 1976, Associates Arts

Auburn University, 1979, Bachelor of Environmental Design

Auburn University, 1980, Bachelor of Architecture

PROFESSIONAL AFFILIATIONS

Licensed Architect State of Florida #12563, Registration obtained in numerous other states

NCARB, Certificate Holder

American Institute of Architects

COMMUNITY

Escambia County Health Facilities Board, Board Member 2013-present.

Pensacola Rotary Club, President 2008-2009, Board of Directors 2003-05,2007-2010.

COMMUNITY (continued)

Northwest Florida Arts Council, Vice President, 2008, Board of Directors, 2004-2009.

Pensacola Museum of Art, President, 2004-2005, Treasurer, 2004, Board Member, 1996-2006.

BB&T Corporation, Pensacola Advisory Board, 2005-2010.

Fiesta of Five Flags, Vice President, 2006-07, Board of Governors, 2003-2006.

City of Pensacola, Planning Board, Chairman, 2001-2005, Vice Chair, 1998-2001.

AIA Florida, Secretary-Treasurer, 1995-97, Director, 1994-95.

Florida Northwest Chapter, AIA, President, 1993, Vice President, 1992, Treasurer, 1991.

Escambia County, Planning Board, 1995-1998.

City of Pensacola, Zoning Board, Vice Chairman, 1989-1995.

CONTINUING EDUCATION

Extensive continuing education credits with focus upon Urban Planning, Real Estate Development and Architecture

SKILL SETS / CORE COMPETENCIES

Thirty years of experience in the real estate development / design / construction industries. Experience and skill sets span the life cycle of real estate development activity, from project inception through property operations. Expertise includes project feasibility, project entitlement, marketing, project management, project design, contract negotiations, construction management and property management activities.

Specific experience includes historic tax credit development, brownfield redevelopment, feasibility analysis, entitlement processes, financial analysis, due diligence and entitlement processes, project/enterprise management, lease negotiation, lease buy outs, tenant build outs, property management, concept planning, design and design documentation, contract negotiation, permitting, and construction administration. Areas of expertise include hospitality design,

development feasibility, entitlement processes, project management and urban design.

RESUME

ARTHUR J. HALL, JR **June 8, 2015**

3350 North 18th Avenue
Pensacola, Florida 32503
Work: 850-444-1695
Home: 850-434-6125
Cell : 850-572-0787

PERSONAL

Arthur James Hall, Jr., Senior Vice President, Regions Bank. Married with two daughters.

CAREER EXPERIENCE

December 2009 – Present

Special Assets Officer / Workout Specialist – Regions Bank – Responsibilities include the management of a Special Assets team for the resolution of commercial problem loans throughout the Southeast.

Working with borrowers to restructure existing problem assets into loans that will once again perform at an acceptable level.

Working with attorneys to resolve problem asset situations that have no attributes providing for a successful resolution for the borrower and bank.

September 2007 – December 2009

Senior Vice President and Real Estate Area Sales Executive for Northwest Florida. – Regions Bank - Responsibilities included the management of a 30 person real estate lending team in North Florida. The purpose of the team was to service an existing real estate loan portfolio of over $800,000,000, and for the production of new loans.

Working with lenders in all aspects of business development to identify and qualify prospective customers.

Assist servicing team with the day to day activities associated with the maintenance of the existing portfolio. Monitor and assist in ongoing credit servicing activities.

November 2004 – September 2007

Senior Vice President and Area Credit officer for Northwest Florida. (Perdido Key, Fl. To Tallahassee, Florida). Regions Bank - Responsible for the initial loan approvals, and ultimate credit quality of the real estate loan portfolios of the North Florida Real Estate Teams. Responsibilities include:

Counsel with the team manager, lenders, and their assistants to address potential real estate lending opportunities. Attracting and properly structuring new real estate credit transactions, with a strong emphasis to balance pricing, credit quality and sales production.

Individual Loan Approval Authority - $15,000,000 (Individual Transaction)

Working with lending teams to identify potential problem credits, and to structure sound action plans to implement the improvement of the credits or their exit from the bank.

Acting as liaison between the lending teams, upper management, internal Loan Review, and Governmental Examiners.

The team for which I am responsible has consistently achieved both production and credit quality results far in excess of bank goals.

Established and taught a bank wide loan approval process training program, and authored several internal written presentations for training of the entire Real Estate area of the bank.

June 1997 – November 2004

Senior Vice President and Area Credit officer for Northwest Florida and Mississippi. (Perdido Key, Fl. To Tallahassee, Florida and the State of Mississippi). AmSouth Bank and Regions Bank – via merger - Responsibilities were essentially the same as my current position; however, my loan authority was limited to $5,000,000 per transaction and $10,000,000 per relationship.

June 1993 – July 1997

Relationship Manager III of the Commercial Real Estate Lending Team, Vice President, AmSouth Bank. Promoted to Relationship Manager III in 1996. Responsible for the development, management and sustaining of real estate credit relationships by prospecting, cross-selling, credit review and analysis, and customer service. Responsibilities and accomplishments include:
Exceeding prescribed goals focusing on department budgeting, loan growth, revenue growth, customer profitability, call planning and activity, and product usage.

Negotiate loan closings documents, and the coordination of all parties associated with the closing of a real estate credit.

Coordination of office staff to properly service and maintain all commercial real estate construction loans through the construction phase, and until the credit is repaid.

Leading Sales Team in the development of new business opportunities from prospects and existing customer base.

Top Producing CRE Relationship Manager in 1994.

Origination of approximately $275,000,000 in real estate transactions during this time, while maintaining exceptional credit quality.

Served on bank Due Diligence team visiting and analyzing financial institutions targeted for acquisition.

Nov. 1987 - June 1993

Senior Commercial Real Estate Loan Officer, Vice President, AmSouth Bank. Responsibilities included:
Origination of commercial real estate loans, via the solicitation, development, and strengthening of customer relationships. Mortgage loans were originated on income properties, acquisition and development projects, and single family properties in Florida, Alabama, and Tennessee.

Preparation of loan executive summaries for presentation to Credit Committee.

Negotiation and preparation of proper loan documentation.

Supervision and management of the Residential Construction and Commercial Real Estate lending areas.

Coordination of collection efforts and "work outs" of problem real estate credits. Worked closely with bank attorneys in bankruptcy and foreclosure efforts, and the management, and disposition of real estate owned by the bank.

September 1980 – November 1987 – First Mutual Savings Association, Pensacola, Florida

CRE Loan Officer, Vice President, Commercial Real Estate Dept.
Loan Officer, Assistant Vice President, Commercial Real Estate Dept
District Branch Manager of three retail branches, Assistant Vice President
Assistant Savings Officer / Manager, Asst. Vice President, Savings Service Dept
Commercial / Construction Loan Manager

Feb. 1976 – Sept. 1980 – **Asst. V. P. and Branch Mgr., First Southern Federal Savings and Loan, Atmore, Al.**

January 1975 – February 1976 **- Loan Officer Trainee, First National Bank of Atmore, Alabama**

Education

December 1974	Bachelors Degree in Finance, The University of Alabama, Tuscaloosa, Al.
May 1972	Associates Degree, The Marion Military Institute, Marion, Al.

Professional, Civic, Charitable, and Social Organizations

Current – Member of the Board of Directors and Secretary, Escambia County Health Facilities Authority

Previous- Chairman, Secretary, and Treasurer Escambia County Health Facilities Authority
Catholic High School PTA Board Member
Executive Committee Member (V. P.) and Board of Governors, Fiesta of Five Flags (Civic)
1996 Graduate of Leadership Pensacola
United Way Board Member
Chamber of Commerce Board Member
Volunteer – Volunteer Pensacola, Diabetes Association, Habitat for Humanity, Boy Scouts, University of West Florida
Board of Directors, Order of Tristan (Social)
Board of Directors, Conquistadors (Social)
Board of Directors of Pensacola Sports Association Foundation (Previously Chairman)

References

Provided Upon Request

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8340 **County Administrator's Report** **13. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/07/2015
Issue: Escambia County Housing Finance Authority Reappointments
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County Housing Finance Authority Reappointments, as requested by Karyn Norton, Executive Director - Jack R. Brown, County Administrator

That the Board take the following action concerning two reappointments to the Escambia County Housing Finance Authority, as requested by Karyn Norton, Executive Director:

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

B. Reappoint both Lamar B. Cobb and Sandra J. Ward for another four-year term, effective August 1, 2015, through July 31, 2019.

BACKGROUND:

The Authority was established by the Board of County Commissioners through the adoption of Escambia County Ordinance 80-12, in accordance with the Florida Finance Authority Law, Chapter 78-89, Laws of Florida. The purpose of the Authority is to eliminate the shortage of adequate housing in Escambia County.

Mr. Cobb and Ms. Ward have expressed the desire to serve another term. Their Resumes 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 B, 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

Letters from Karyn Norton, Executive Director

Lamar B. Cobb's Resume

Sandra J. Ward's Resume

ESCAMBIA COUNTY
HOUSING FINANCE AUTHORITY
WWW.ESCAMBIAHFA.COM

700 South Palafox Street, Suite 310
Pensacola, Florida 32502-5958

Phone: (850) 432-7077
Fax: (850) 438-5205
Toll Free: (800) 388-1970

Serving 1st Time Homebuyers throughout Florida since 1982

March 31, 2015

Mr. Jack R. Brown
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, FL 32502

Re: Reappointment to the Escambia County Housing Finance Authority – Sandra J. Ward

Dear Mr. Brown:

Ms. Sandra J. Ward's appointment to the Escambia County Housing Finance Authority expires on July 31, 2015. Ms. Ward has expressed a desire to be reappointed to the Authority for an additional four year term commencing August 1, 2015 through July 31, 2019. Given Ms. Ward's extensive experience in real estate and property management and her time and effort in understanding the operation and goals of the Authority, the members of the Authority would be pleased to retain Ms. Ward on its Board.

Thank for your consideration. If you have any questions, please feel free to contact me at (850) 432-7077.

Sincerely,

Karyn Norton

Karyn Norton
Executive Director

cc: Sandra J. Ward, CCIM, CAM, Sandra J. Ward Realty, Inc.

ESCAMBIA COUNTY
HOUSING FINANCE AUTHORITY
WWW.ESCAMBIAHFA.COM

700 South Palafox Street, Suite 310
Pensacola, Florida 32502-5958

Phone: (850) 432-7077
Fax: (850) 438-5205
Toll Free: (800) 388-1970

Serving 1st Time Homebuyers throughout Florida since 1982

March 31, 2015

Mr. Jack R. Brown
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, FL 32502

Re: Reappointment to the Escambia County Housing Finance Authority – Lamar B. Cobb

Dear Mr. Brown:

Mr. Lamar Cobb's appointment to the Escambia County Housing Finance Authority expires on July 31, 2015. Mr. Cobb has expressed a desire to be reappointed to the Authority for an additional four year term commencing August 1, 2015 through July 31, 2019. Given Mr. Cobb's 35 plus years of experience in banking and finance and his time and effort in understanding the operation and goals of the Authority, the members of the Authority would be pleased to retain Mr. Cobb on its Board.

Thank for your consideration. If you have any questions, please feel free to contact me at (850) 432-7077.

Sincerely,

Karyn Norton
Executive Director

cc: Lamar B. Cobb, President (Retired), Whitney Bank

RESUME OF LAMAR B. COBB

PERSONAL INFORMATION

Address:	4630 LaJolla Penscola, FL 32504
Marital Status:	Married

EXPERIENCE

January, 1999 - present	Investor - stocks, mutual funds and loans.
October, 1996 - June, 1998	Whitney National Bank, Pensacola, Florida President - Responsible for supervision and management of all banking functions.
January, 1994 - October, 1996	American Bank and Trust, Pensacola, Florida President and CEO - Responsible for supervision and management of all banking functions including bank investments. Bank merged with Whitney National Bank in October, 1996.
August, 1990 - December, 1993	Executive Vice President - Responsible for supervision and management of all lending functions.
January, 1990 - August, 1990	Sun Bank/West Florida, N. A., Pensacola, Florida Senior Vice President and Escambia County Loan Officer. Responsible for all areas of lending in the Escambia County branch offices. I was also responsible for my own commercial and commercial real estate portfolio. Member of Bank's loan Committee.

November, 1977 - January, 1990	Florida National Bank, Pensacola, Florida Senior Vice President - Member, Board of Directors. Served as the Commercial Loan Manager supervising the commercial and commercial real estate loan portfolio.
July, 1974 - November, 1977	Florida National Bank at Brent, Pensacola, Florida President and Chairman of the Board. Responsible for Supervision and management of all banking functions. Bank merged with Florida National Bank at Pensacola On November 1, 1977.
January, 1973 - July, 1974	Barnett Bank, Pensacola, Florida Vice President - Commercial Loan Department. Loan portfolio included commercial and commercial real estaet loans.

EDUCATION

Florida State University, Tallahassee, Florida
B. S. Degree in Accounting

Graduate - The Graduate School of Banking
Louisiana State University

COMMUNITY INVOLVEMENT

Escambia County Housing Finance Authority
Director

AMR at Pensacola, Inc. (Community Development Corp.)
Director

Pensacola North Rotary Club - Charter Member

SANDRA J. WARD
SANDRA J. WARD REALTY, INC.
224 E. GARDEN STREET, SUITE 1
PENSACOLA, FL 32501
850-432-5678
sjward@sjwardrealty.com

Owner- Broker of Sandra J. Ward Realty since 1984
Vice President of Montgomery Realtors since 2005

Professional Certifications

FL Real Estate Salesman License 1979
FL Real Estate Broker License – 1980
Commercial Investment Real Estate license (CCIM) –1991
FL Community Association Manager License - 1995

Real Estate Experience

Owner of General Real Estate Company since 1984
Resolution Trust Corporation – 1988-1993 –
- Listing agent – multi-family complexes, commercial, large development tracts
- Asset Manager of multi-family complexes, commercial properties
- Consultant – performed analysis on 35 properties, each valued over $14,000,000 +
  - Advised condominium & townhouse associations in RTC properties.
- Analyze and give recommendation for properties to be sold at four Auctions.

Participated in the development and marketing of several properties:
- Port Royal a 60-unit waterfront condominium – downtown Pensacola
- Seville Bayfront – 8 unit water view condominium – downtown Pensacola
- Carlton Palms – converted a hotel into a 141 residential condominium complex with 7 commercial suites. – Downtown Pensacola
- Aragon 138 lot Neo-Traditional community development downtown Pensacola

Served the Pensacola Association as Realtors as Treasurer (2), President-Elect – 1998, President –1999. Board member for a total of 10 years, Realtor of the Year 1993, Property Manager of the Year 2001, Chair of the Commercial Investment, Mediation, Budget & Finance, Strategic Planing, and Professional Standards Committees

Received the NW FL CCIM Commercial Transaction of the Year Award for 1989,1990 & 1991
(For RTC properties valued at least $5,000,000 each)

Florida Association of Realtors: director for 9 years, 2000 Chair and 1999 Vice Chair of Property Management Council, 2001 District 9 Vice Chairman, 2002 Vice Chair and 2003 Chair of Risk Management. Served on numerous task- forces of the Florida Association of Realtors and the National Association of Realtors.

Association Manager for Carlton Palms Condominium Association and Port Royal Owners Association plus three homeowners associations.

Association manager and hotel management company for the Clarion Suites and Resorts Hotel on Pensacola Beach, FL

Community Involvement:

Member of the Downtown Improvement Board (D.I.B) since 1993 and was the chairman 1997 - 1999, Vice Chairman 2004-2007.
Member of the Downtown Improvement Board's Marketing Advisory Council since 1989 and was chairman of MAC and the Leasing Strategy committee from 1991 -1993

Member of Escambia County Housing Authority since 1991 served as Treasurer, Secretary, Vice Chairman and Chairman numerous times. Current 2006-2007 Chairman.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8492 **County Administrator's Report** **13. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/07/2015
Issue: Amendments to the Administrative Code, Title 6, Part 3, Unclassified Service
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendments to the Administrative Code, Title 6, Part 3, Unclassified Service - Jack R. Brown, County Administrator

That the Board approve amendments to the Administrative Code, Title 6, Part 3, Unclassified Service, per the following:

A. Require that all unclassified position vacancies not be filled on a regular basis unless the position has been open to the public;

B. Provide a provision to allow the Board to approve an exception to public positing;

C. Eliminate the need to publish in the Pensacola News Journal;

C. Make other technical corrections to reflect current terminology;

D. Address language regarding the compensation of Commissioner Aides;

E. Eliminate references to lump sum payments consistent with Florida law;

F. Provide clarification regarding overtime pay and exempt personnel;

G. Clarify how department heads or directors are approved by the Board; and

H. Reduce any severance pay limit to an amount consistent with Florida Statutes.

BACKGROUND:

BCC Administrative Code, Title 6, Part 3 Unclassified Service provided broad powers to the County Administrator to assemble and maintain a management team. Included in these powers was the authority to fill unclassified positions without advertising or making the vacancy known to the public. While this is a very clear and specific power, the desire of this County Administrator and this Board to promote transparency is not served by this policy. Accordingly, the County Administrator has asked this part of the Administrative Code be amended to further goals of transparency.

The County has not published jobs on a regular basis with the Pensacola News Journal for some time as the use of various web sites has essentially surpassed the printed media for exposure and effectiveness. This publishing requirement is eliminated.

Many of the technical corrections are changing bureau chiefs to department head or director.

The revisions permit Commissioner Aides, who serve at the pleasure of each Commissioner, to have a top salary up to but not in excess of what the State law permits a Commissioner to be paid.

Lump sum payments were severely restricted by changes in Florida Laws in 2011. Elimination of lump sum payments is consistent with this law, as is the limiting of possible severance payments to non-contract employees to six weeks.

The provision of overtime pay for exempt personnel was clarified to assure it can only occur by Board action as has been the case under various emergency declarations.

Traditionally department heads or directors have been approved by the board by approval of the annual budget. This process is more clearly delineated. Additionally a department head or director may be approved by specific Board action.

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

Administrative Code - Revised

Part 3

UNCLASSIFIED SERVICE

Chapter	Section
1. Appointment to the Unclassified Service	8000
2. Compensation Plan Administration	8200
3. Classification Plan Administration	8400
4. Separation From Unclassified Service	8600

CHAPTER 1
APPOINTMENT TO THE UNCLASSIFIED SERVICE

Article 1 Authority.
Article 2 Vacancies in the Unclassified Service.
Article 3 Appointments to Unclassified Positions.
Article 4 Changes in Incumbent Status.

ARTICLE 1. AUTHORITY

Section 8000 Purpose. This Chapter provides for a portion of the implementing rules and standards pertaining to the organization, maintenance, modification, and administration of the unclassified County service.

Specific Authority:
Policy Implemented: 11/28/1995
History: New: 11/28/1995

Section 8001 Unclassified Service Described. The unclassified service exists to aid and support the County Administrator in the accomplishment of his mission, and those who serve in it serve at the pleasure of the County Administrator, except those positions which are expressly excluded in this Article.

Specific Authority:
Policy Implemented: 11/28/1995
History: New: 11/28/1995; Amended 9/17/2009

Section 8002 Creation of Positions. Subject to budgetary constraints, the County Administrator may establish such positions as he deems necessary or convenient to the fulfillment of his duties and responsibilities, and assign such positions to the unclassified service.

Section 8003 Exclusions.

(a) Notwithstanding any provision of this Chapter to the contrary, positions of Commissioner Aide serve at the pleasure of the respective individual members of the Board of County Commissioners, and for such positions all pertinent sections of this Chapter shall be read to substitute such individual members for the County Administrator.

(b) Notwithstanding any provision of this Chapter to the contrary, all unclassified positions in the Office of the County Attorney serve at the pleasure of the County Attorney, and for such positions all pertinent sections of this Chapter shall be read to substitute County Attorney for County Administrator.

ARTICLE 2. VACANCIES IN THE UNCLASSIFIED SERVICE

Section 8010 Authority to Fill Vacancy. Except as otherwise provided by Article 1 hereof, no vacancy in the unclassified service shall be filled without the approval of the County Administrator or his designee, and no appointment to the unclassified service which has not first been approved by the County Administrator or designee shall be a valid appointment.

Section 8011 Intent in Filling Vacancies. It is the intent of the Board of County Commissioners that positions in the unclassified service be filled with individuals whose professional and personal fitness for those positions best comports with

the requirements of the service, and who best reflect the management philosophy and values of the County Administrator, to the end that the County Administrator has the greatest possible discretion in building a cohesive professional team.

Section 8012 Recruitment for Candidates. ~~Consistent with the requirements of law and policy~~, Positions in the unclassified service generally shall ~~may, but need not necessarily,~~ be filled following open recruitment for candidates.

~~(a)~~

Whenever a vacancy in the unclassified service is to be filled, the County Administrator shall determine~~, in his sole discretion,~~ the need or desirability for conducting an open recruitment for candidates. If it is in the interest of the County to not conduct an open recruitment, the County Administrator shall identify such reasons and seek a waiver by a majority vote of the Board of County Commissioners.

~~(b) Whenever the County Administrator determines that open recruitment for candidates is to be conducted, he shall include an announcement of such recruitment in the appropriate section of the Pensacola News-Journal in order to acquaint local applicants with the requirements of the position.~~

ARTICLE 3. APPOINTMENTS TO UNCLASSIFIED POSITIONS

Section 8040 In General. The County Administrator shall appoint individuals to unclassified positions at the time and in the manner he deems appropriate, subject to the limitations of law and policy.

Specific Authority:
Policy Implemented: 11/28/1995
History: New: 11/28/1995; Amended 9/17/2009

Section 8041 Appointments to Bureau Chief Positions. Consistent with relevant provisions of Florida Statutes, regular appointments by the County Administrator to ~~bureau chief~~ department head or director positions shall be submitted to the Board of County Commissioners for confirmation in open session~~.~~ as generally conducted annually in conjunction with the budget process.

(a) Bureau chief positions are those positions of senior executives who manage collections of functions and programs which the Board of County Commissioners which has given formal status as bureaus on the approved organization table of the County government.

~~(b) The Board of County Commissioners may require an appointee of the County Administrator to a bureau chief position to personally appear at the time and place of Confirmation; provided, however, that any appointee so required shall be reimbursed for the necessary and reasonable costs of appearing.~~

~~(c)~~

(b) Nothing in these rules shall prevent the County Administrator from filling a ~~bureau chief~~ department head or director position on a limited-term, acting or interim basis without confirmation by the Board of County Commissioners.

ARTICLE 4. CHANGES IN INCUMBENT STATUS

Section 8100 Changes Generally. Changes in the status of an incumbent in the unclassified service are governed by Chapter 3 of this Part.

CHAPTER 2
COMPENSATION PLAN ADMINISTRATION

Article 1 In General
Article 2 Compensation Plan
Article 3 Management Benefits
Article 4 Employee Performance Evaluation
Article 5 Work Schedules and Overtime

ARTICLE 1. IN GENERAL

Section 8200 Purpose. This Chapter provides for a portion of the implementing rules and standards pertaining to the organization, maintenance, modification, and administration of the unclassified County service.

Specific Authority:
Policy Implemented: 11/28/1995
History: New 11/28/1995

Section 8201 Purpose of Compensation Plan Program. The Compensation Plan is the formal system for compensating unclassified employees who serve at the pleasure of the County Administrator.

Section 8202 Relationship to Classification Plan. Together with the Classification Plan, the Compensation Plan provides the structure within which unclassified employees discharge their respective duties and are compensated for their service.

Section 8203 Administration of the Compensation Plan Program. The County Administrator shall be responsible for the efficient and orderly administration of the Compensation Plan, and is authorized to promulgate such administrative procedures as may be necessary and convenient to the full discharge of that responsibility.

Section 8204 Modification of Compensation Plan. When necessary or appropriate, the County Administrator shall cause the Compensation Plan to be examined for the purposes of ensuring its continued external competitiveness. On the basis of conclusion reached through this examination, the County Administrator shall make such modifications in the Compensation Plan as, in his judgment are warranted.

ARTICLE 2. COMPENSATION PLAN

Section 8225 Compensation Plan. The compensation plan is designed as a fair and equitable method for payment of employees in the unclassified service of the County.

Section 8226 Establishment of the Compensation Plan. There is hereby established a compensation plan for all unclassified positions in the County. The Plan shall be comprised of two categories: (1) Senior Executive Service; and (2) Professional, Technical, and Confidential Service.

Specific Authority:
Policy Implemented: 05/01/2003 (Amendment)
History: New: 11/28/1995; Amended 07/24/2003; Amended 3/26/2007; Amended 9/17/2009

Section 8227 Senior Executive Service The Senior Executive Service shall include positions of all unclassified management staff and specialized aides and advisors who serve at the pleasure of the County Administrator, as those positions designed from time-to-time by the County Administrator. Senior Executive Service may also include the Deputy County Attorney, Chief Litigation Attorney and the Assistant County Attorneys.

(a) Unless otherwise not eligible, all executive, ~~bureau chief~~ department head or director and division manager positions are a part of the Senior Executive Service, as are specialized staff aides and assistants so designated by the County Administrator.

(b) The Human Resources Division shall prepare and at all times maintain a list of all positions assigned to the Senior Executive Service, which list shall be available for inspection during normal business hours in the Office of the Human Resources ~~Division~~ Department.

~~(c) The County Administrator shall set the salaries of every incumbent and position assigned to the Senior Executive Service, both on initial appointment and thereafter as performance warrants. A lump-sum payment may be awarded to an unclassified employee in the Senior Executive category at any time in lieu of any base pay increase due to a Consumer Price Index adjustment, cost-of-living adjustment, pay scale change, merit/performance awards, and/or pay equity adjustments.~~

~~(d)~~

(c) Salaries of individual positions and incumbents of all unclassified Senior Executive Service positions of the Office of the County Attorney shall be set by the County Attorney at both the initial appointment and thereafter as performance warrants.

Specific Authority:
Policy Implemented: 05/01/03 (Amendment)
History: New: 11/28/1995; Amended 07/24/2003; Amended 3/26/2007; Amended 7/9/2009; Amended 9/17/2009

Section 8228 Professional, Technical and Confidential Service. The Professional, Technical and Confidential Service for the Board of County Commissioners consists of all those unclassified positions of whatever nature or function which the ~~c~~County Administrator has not designated to be part of the Senior Executive Service or under the Board of County Commissioners Classification System.

(a) All non-lawyer positions assigned to the Office of the County Attorney shall be unclassified positions included in the Professional, Technical and Confidential Service unless otherwise designated by the County Attorney.

(b) Except as provided in Paragraphs (1) and (2) of this subsection (b), the County Administrator shall set the salaries of individual positions and incumbents in the Professional, Technical and Confidential Service, both on initial appointment and thereafter as performance warrants. The Human Resources Department will maintain a list of all positions under the PTC category.

(1) Salaries of individual positions and incumbents of all unclassified positions of the Office of County Attorney shall be set by the County Attorney, both on initial appointment and thereafter as performance warrants.

(2) Salaries of individual Commissioner Aides shall be set by their respective Commissioners~~, subject to such limitations as the Board of County Commissioners may establish from time-to-time for such positions~~ but not in excess of the state mandated Commissioner annual salary.

~~(3) A lump-sum payment may be awarded to an unclassified employee in the PTC category at any time in lieu of any base pay increase due to a Consumer Price Index adjustment, cost-of-living adjustment, pay scale change, merit/performance awards, and/or pay equity adjustments.~~

Section 8229 Salary Differentials. No unclassified employee subject to this Part shall be entitled to any differential or premium in his rate of compensation for longevity or any other purpose after the adoption of this Chapter.

(a) Any unclassified employee whose salary at the time of the adoption of this Chapter includes a salary differential or premium of any sort shall have his salary adjusted to incorporate the differential or premium, and such differential or premium will thereafter cease.

(b) Employees who enter the unclassified service will have longevity pay, if any, incorporated into their base salary.

Section 8230 Optional Employment Contracts. At his or her option, the County Administrator may negotiate agreements with prospective and/or current incumbents in the unclassified service, setting forth the wages, hours, and other terms and conditions of employment.

(a) Agreements under this Section shall not otherwise be inconsistent with the provisions of this Part.

(b) Agreements under this Section shall be executed on behalf of the County by the County Administrator.

(c) Periodically, but not less often than once each year, the County Administrator shall report to the Board of County Commissioners the existence of such agreements.

ARTICLE 3. MANAGEMENT BENEFITS

Specific Authority:
Policy Implemented: 05/01/03 (Amendment)
History: New: 11/28/1995; Amended 07/24/2003

Section 8250 Intent. In consideration of the special demands made on incumbents in the unclassified service, and the expectations attendant to that service, incumbents in the unclassified service shall be entitled to the additional benefit as more fully described in this Article.

Specific Authority:
Policy Implemented: 05/01/03 (Amendment); 10/01/2006 (Amendment)
History: New: 11/28/1995; Amended 07/24/2003; Amended 9/21/2006; Amended 9/17/2009

Section 8251 Executive Leave, Recruitment Incentive, Additional ELB Leave. In addition to any other form of leave or excused absence~~,~~ currently afforded classified employees, each employee in the SES unclassified service as of April 1 shall, at the beginning of the fiscal year, receive 60 hours of executive leave with the option to carry over from year to year up to a cap of 480 hours of executive leave. Employees in the PTC unclassified service shall, at the beginning of the fiscal year, receive 40 hours of executive leave with the option to carry over from year to year up to 250 hours of executive leave. The manner in which such leave may be taken shall be set forth in accordance with the procedures adopted by the Board of County Commissioners and set forth in the Escambia County Employees Handbook and by the Escambia County PTO Policy. At the employee's option, up to forty (40) hours of executive leave remaining at the end of any fiscal year may be compensated by lump sum cash payment at the employee's current pay rate, contingent upon availability of funds. As a recruitment incentive for SES positions that may be hard to fill, and/or attract candidates with superior qualifications, incoming personnel may receive, on a one-time basis, up to 40 hours of PTO and/or 40 hours of ELB. This will be based upon recommendation by the Human Resources ~~Manager~~ Director and approval by the County Administrator.

ARTICLE 4. EMPLOYEE PERFORMANCE EVALUATION

Section 8300 Performance Evaluation Required. Periodically, but not less often that annually, each employee shall receive a written evaluation of the performance of his official duties prepared by his immediate supervisor.

Section 8301 Evaluation Criteria Detailed. The County Administrator shall ensure that suitable measures of performance are established by which incumbents in the unclassified service may be relevantly and equitably evaluated.

Section 8302 Merit Salary Increases Dependent Upon. No employee in the unclassified service shall receive an increase in his salary compensation, which has not first been substantiated by written evaluation of his performance.

Section 8303 Review of Evaluation. Supervisors are encouraged to review written performance evaluations with individual employees to the end that the rating may be fully understood and serve the greatest constructive purpose.

Specific Authority:
Policy Implemented: 11/28/1995
History: New: 11/28/1995; Amended 9/17/2009

Section 8304 Record Keeping. Copies of written performance evaluations shall be maintained at all times in the official personnel files of the Office of the Human Resources Division.

ARTICLE 5. WORK SCHEDULES AND OVERTIME.

Specific Authority:
Policy Implemented: 11/28/1995
History: New: 11/28/1995; Amended 9/17/2009

Section 8320 No Fixed Schedules. Employees in the unclassified service do not have fixed work schedules, but shall be available at all reasonable times, considering the missions and operating hours of their respective bureaus, divisions, offices, sections, or work groups.

Section 8321 Fair Labor Standards Act Applies. Any unclassified employee whom the County Administrator designates "Non-Exempt" pursuant to applicable provisions of the federal *Fair Labor Standards Act* shall be excluded from this Article, and shall be assigned a work schedule governed by Title 6, Part 1 of this Code.

Section 8322 Overtime. Inasmuch as unclassified employees are salaried employees of the County and are expected to accomplish the County's mission at all reasonable times, no unclassified employee shall be entitled to overtime compensation in any form, whether by cash payment or by compensatory time off or by any other means unless specifically approved by the Board of County Commissioners.

CHAPTER 3
CLASSIFICATION PLAN ADMINISTRATION

Article 1 The Classification Plan Generally
Article 2 Changes in the Classification Plan

ARTICLE 1. THE CLASSIFICATION PLAN GENERALLY

Section 8400 Purpose. This Chapter provides for a portion of the implementing rules and standards pertaining to the organization, maintenance, modification, and administration of the unclassified County service.

Specific Authority:
Policy Implemented:
History: New 11/28/95

Section 8401 Purpose of Classification Plan. The Classification Plan provides a systematic arrangement and inventory of positions in the unclassified service.

Section 8402 Plan to be Liberally Construed. In order that the unclassified service meets its primary objective of supporting the mission of the County Administrator, it is the intent of the Board of County Commissioners that the classification plan for the unclassified service be administered in a manner which gives the County Administrator the widest possible latitude, consistent with law and policy.

Section 8403 Elements of. The classification plan comprises: 1) the list of positions in the unclassified service; and 2) the classification specifications describing the general duties, responsibilities, performance measures, and personal and professional qualifications which incumbents in the respective positions should possess for each such position.

Section 8404 Relationship to Compensation Plan. By describing essential job functions, duties, responsibilities, desirable qualifications, and internal relationships, the classification plan forms the basis for establishing and maintaining a Compensation plan which is internally equitable.

Section 8405 Classification Specifications. Class specifications are descriptive and explanatory and are not necessarily inclusive of all duties performed. They are intended to indicate the types of duties and levels of responsibilities assigned to each position or group of like positions. The use of a particular specification as to duties, qualifications or other factors shall not be held to exclude other or similar kind or quality.

Section 8406 Official Copy of Classification Plan. The County Administrator shall prepare and at all times maintain the official classification plan which shall be available of inspection during normal business hours in the Office of the County Administrator.

ARTICLE 2. CHANGES IN THE CLASSIFICATION PLAN

Section 8450 Amendments to. As the needs of the unclassified service require, the County Administrator shall make such amendments to the official classification plan as, in his discretion, are necessary and convenient to the fulfillment of his duties and responsibilities.

(a) The same principles as govern its general purposes and original preparation shall apply also to amendments to the classification plan.

Specific Authority:
Policy Implemented: 11/28/1995
History: New: 11/28/1995; Amended 9/17/2009

Section 8451 Changes in Incumbent Status. No incumbent in any unclassified position affected by amendment under this Article shall have any continuing right to his position, neither in the form it existed before nor after its modification, except the County Administrator appoints him to such position.

(a) Any incumbent who occupies a position modified pursuant to this Article, and who the County Administrator does not appoint to the modified position, shall be deemed separated from the unclassified service.

(b) The County Administrator may make such promotions, demotions, and reassignments, whether temporary or regular, of any incumbent in the unclassified service as, in his discretion, are necessary and convenient to the fulfillment of his duties and responsibilities and the needs of the service; provided, however, that regular reassignment to a ~~bureau chief~~ department head or director position requires confirmation by the Board of County Commissioners, given in the usual manner for appointments to such positions.

(c) Agency administrators (Assistant County Administrators) shall act on behalf of the County Administrator in all actions pursuant to this Article affecting positions assigned to bureaus and functions in their respective Agencies.

CHAPTER 4
SEPARATION FROM UNCLASSIFIED SERVICE

Article 1 In General.
Article 2 Senior Executive Service.
Article 3 Professional, Technical and Confidential Services.
Article 4 Office of the County Attorney.

ARTICLE 1. IN GENERAL

Section 8600 Purpose. This Chapter provides for a portion of the implementing rules and standards pertaining to the organization, maintenance, modification, and administration of the unclassified County service.

Specific Authority:
Policy Implemented:
History: New 11/28/95

Section 8601 Definitions.

(a) "Day" means calendar day, unless otherwise clearly indicated.

(b) "Separation" means resignation, retirement, discharge, or removal from an occupied position, or abolishment or deletion of appropriation for such occupied position in the unclassified service.

Section 8602 Nothing in this Chapter shall authorize or permit the Board of County Commissioners to suspend, discharge, or remove an employee in the unclassified service or seek the same action by alternative means.

ARTICLE 2. SENIOR EXECUTIVE SERVICE

Specific Authority:
Policy Implemented: 05/01/03 (Amendment); 10/01/2006 (Amendment)
History: New: 11/28/1995; Amended 07/24/2003; Amended 9/21/2006; Amended 9/17/2009

Section 8610 Notice of Resignation Required. No employee in the Senior Executive Service shall vacate or resign his or her position, except upon Ninety (90) days' advance written notice delivered to the Human Resources Manager; and

(a) Based on the recommendation of the Human Resources ~~Manager~~ Director and approval of the County Administrator, a waiver may be given to all or part of the advance notification requirement on voluntary resignations, including resignations which are made by mutual agreement of the employer and employee.

(b) Upon the expiration of the ninety (90) day period, or, if waived, upon the last day of employment, the employee shall be entitled to a lump sum payment calculated based on 100% of the current value of the total number of hours of unused PTO, up to but no more than 500 hours, and 50% of the current value of the total number of ELB hours, up to but no more than 2,080 hours. The employee shall also be entitled to executive leave as provided in Article 3 of chapter 2. No payment of credit will be provided for any ELB hours exceeding the 2,080-hour limit.

Section 8611 Notice of Suspension, Discharge, or Removal Required. No employee in the Senior Executive Service who is subject to suspension, discharge, or removal by the County Administrator shall be suspended, discharged, or removed except upon Ninety (90) days' prior written notice signed by the County Administrator and served upon such employee by personal delivery or mailed to the employee's home at the most recent address on file with the County; provided, however, that any such employee may be relieved of his duties at any time, pursuant to Section 8612 hereof.

Section 8612 Immediate Relief from Duty. Notwithstanding any provision of this Article to the contrary, the County Administrator may immediately relieve any suspended, discharged, or removed employee in the Senior Executive Service from his duties and responsibilities, provided notice of such action is included in the notice required by Section 8611.

Section 8613 Continuation of Compensation. Any employee in the Senior Executive Service who is relieved of his duties and responsibilities pursuant to Section 8612 shall continue to receive his salary and other employment-related compensation to which he would otherwise be entitled until the notice period required by Section 8611 has elapsed, unless the suspension, discharge, or removal is for a specified act of misfeasance, malfeasance, or commission of a felony, which act is expressly specified in the notice required pursuant to Section 8611.

Specific Authority:
Policy Implemented: 11/28/1995

History: New: 11/28/1995; Amended 9/17/2009

Section 8614 Vacancy So Created. Any action of the County Administrator to immediately relieve an employee in the Senior Executive Service of his duties and responsibilities pursuant to Section 8612 shall be deemed to create a vacancy in the position so affected.

(a) In the case of suspended employees, the County Administrator may appoint a qualified person temporarily to carry out the duties and responsibilities of the vacant position during the period of suspension.

(b) In the case of discharge or removal, a vacancy shall be deemed to have been created at the time the notice relieving the employee of his duties is delivered or mailed.

(c) A regular vacancy in a ~~bureau chief~~ department head or director position, whether by discharge or removal, shall be filled only upon confirmation of the Board of County Commissioners, given in the usual manner for appointments to such positions or by special board action.

(d) Temporary appointments to bureau chief positions during the pendency of a suspension may be made by the County Administrator without Board confirmation.

Section 8615 Abolishment of Position or Deletion of Funding. Unless otherwise agreed by an affected incumbent, no occupied position in the Senior Executive Service shall be abolished, nor shall the funding for any such occupied position be deleted, nor appropriations therefore be removed from any County budget unless notice of such action is delivered or mailed to the incumbent so affected at least Ninety (90) days in advance of such action.

Specific Authority:
Policy Implemented: 05/01/03 (Amendment); 10/01/2006 (Amendment)
History: New: 11/28/1995; Amended 07/24/2003; Amended 9/21/2006; Amendment 9/17/2009

Section 8616 Payment of Certain Benefits on Separation.

(a) Any employee in the Senior Executive Service or Professional, Technical and Confidential Service who is removed or discharged by the County Administrator, except if removal or discharge is for misfeasance, malfeasance or commission of a felony pursuant to Section 8613, ~~or whose position is abolished after a fifteen (15) calendar day period has elapsed pending reinstatement, or the appropriation for which is deleted,~~ shall receive a lump-sum payment for accumulated earned leave as herein provided.

(1) Compensated PTO shall be calculated based on 100% of the current value of the total number of hours of unused PTO, up to but no more than 500 hours.

(2) Compensated ELB shall be calculated based on 50% of the current value of the total number of ELB hours, up to but no more than 2,080 hours. Employees will not be eligible to receive a lump sum payment for ELB if involuntarily separated or for not giving proper notice in accordance with the provisions of the Escambia County PTO Policy.

(3) Compensated executive leave shall not exceed four hundred eighty (480) hours.

(b) In addition to payment for accumulated benefits of subsection (a) hereof, an employee may receive a severance benefit equal to his or her salary and other employment related compensation equal to ~~ninety (90) days~~ six weeks, if received by the Human Resources ~~Manager~~ Director and approved by the County Administrator. This subsection shall not apply to voluntary resignation.

Specific Authority:
Policy Implemented: 10/01/2006 (Amendment)
History: New: 11/28/1995; Amended 9/21/2006

Section 8617 Granting of Extra PTO. Any employee in the Senior Executive Service who receives a ninety (90) days' advance written notice of any action discharging or removing him or her from office, or abolishing his or her position or deleting the appropriation therefore, and who is not relieved of his or her duties pursuant to Section 8613, shall be given an additional five (5) days of PTO for the purpose of seeking other employment.

Section 8618 Grounds for Removal Need Not be Stated. Nothing in this Article shall be deemed to require that any notice hereunder specify the grounds for removal, discharge, suspension, abolishment of position, or deletion of appropriation, except to the extent required by Section 8613 to deprive an eligible employee of any salary or benefits otherwise payable.

ARTICLE 3. Professional, Technical, and Confidential Service

Specific Authority:
Policy Implemented: 05/01/03 (Amendment)
History: New: 11/28/1995; Amended 07/24/2003

Section 8650 Application. Except as otherwise provided in this Section and by Article 4 of this chapter, all relevant sections of Article 2 of this Chapter shall apply also to positions and incumbents in the Professional, Technical, and Confidential Service.

(a) Where ever the words "Ninety (90) days" appear in Article 2, substitute therefore the words "Thirty (30) days."

(b) Where ever the SESs are being compensated for executive leave substitute "480 hours" with "250 hours" for PTC.

(c) For positions of Commissioner Aide, the respective members of the Board of County Commissioners shall have all of the duties which Article 2 of this Chapter generally confers upon the County Administrator, and the County Administrator shall exercise none of those duties.

ARTICLE 4. OFFICE OF THE COUNTY ATTORNEY

Specific Authority:
Policy Implemented: 11/28/1995
History: New: 11/28/1995; Amended 9/17/2009

Section 8700 Application. All pertinent sections of Article 2 of this Chapter shall apply also to unclassified positions in the Office of the County Attorney; provided, however, that for all such positions, the County Attorney shall have all of the duties, which Article 2 generally confers upon the County Administrator, and the County Administrator shall exercise none of those duties.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8456 **County Attorney's Report** **13. 1.**
BCC Regular Meeting **Action**
Meeting Date: 07/07/2015
Issue: Authorize the Scheduling of a Public Hearing to Consider Adopting an Amendment to Chapter 82 the Construction and Demolition Debris (C&DD) Ordinance
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorizing the Scheduling of a Public Hearing to Consider Adopting an Amendment to Chapter 82 the Construction and Demolition Debris (C&DD) Ordinance

That the Board authorize the scheduling of a Public Hearing for July 23, 2015, at 5:33 p.m. for consideration of adopting an amendment to Chapter 82 of the Escambia County Code of Ordinances amending definitions, regulations and permitting requirements for Construction and Demolition Debris (C&DD) facilities and Land Clearing Debris (LCD) facilities.

BACKGROUND:

On August 21, 2014, the Board established a moratorium on permitting of Construction and Demolition Debris (C&DD) and Land Clearing Debris (LCD) facilities in order to review and consider amendments to the County's permitting scheme for such facilities. The moratorium expires on August 21, 2015.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed ordinance will advertise in the *Pensacola News Journal* on Sunday, July 12, 2015.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8437 **County Attorney's Report** **13. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/07/2015
Issue: Thomas v. ConocoPhillips, Inc. Class Action Settlement
From: Stephen West, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Thomas v. ConocoPhillips, Inc.* Class Action Settlement.

That the Board review the attached letter from RG2 Claims Administration, LLC and direct the County Attorney whether to object to the proposed distribution of the remaining funds in the Thomas v. ConocoPhillips, Inc. class action settlement.

BACKGROUND:

The plaintiffs filed a class action lawsuit to recover property damages allegedly arising from environmental contamination associated with the industrial facility owned and operated by the defendant. The parties reached a $9.5 million dollar settlement and the owners of the properties in the affected area were entitled to participate in the settlement. The County owns fourteen (14) parcels within the affected area.

On July 11, 2013, the Board authorized the Chairman to execute, and the County Attorney to file, proof of claim and release forms for the various County properties entitled to participate in the settlement. The County ultimately received a distribution of $21,176.42.

The attached letter from the claims administrator states that $34,687.15 remain in undistributed settlement funds. Rather than distributing the remaining funds among the participating class members, the attorneys for the class are seeking permission from the Court to distribute the remaining funds equally between two non-profit organizations, the East Hill Neighborhood Association and the Bayou Texar Foundation.

BUDGETARY IMPACT:

If the Court were to reject the proposed distribution of the remaining funds and direct that the funds be distributed to the participating class members, a significant portion of the funds would be consumed by the cost of issuing several thousand additional checks, bank fees, and other administrative costs, and the County would anticipate receiving less than $100.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

July 11, 2013 BCC Resume

RG2 Claims Admin Letter

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-18. Approval of Various Consent Agenda Items – Continued

17. Awarding a Lump Sum Contract, per the terms and conditions of PD 12-13.050, *Little Sabine Water Way Signage*, to Gulf Marine Construction, Inc., in the amount of $54,570 (Funding: Fund 352, *[Local Option Sales Tax]* LOST III, Cost Center 220102, NESD Capital Projects, Object Code 56301, Improvements Other Than Buildings, Project Number 10NE0038).

18. Adopting the Resolution *(R2013-78)* approving Supplemental Budget Amendment #188, Other Grants and Projects Fund (110), in the amount of $14,745, to recognize proceeds from a State of Florida Homeland Security Grant Program, and to appropriate these funds to be used for continued upkeep of equipment for the Hazardous Materials Response Team and the Light Technical Rescue Team.

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1-2. Approval of Two For Action Items

Motion made by Commissioner Barry, seconded by Commissioner May, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, approving For Action Items 1 and 2, as follows:

1. Approving a washout Workers' Compensation settlement, for former employee Sandra Ammons, in the total amount of $152,534; in exchange for this settlement amount, Ms. Ammons will execute a general release of liability and waiver of future employment on behalf of Escambia County; an excess insurance carrier shall reimburse Escambia County 100% of this settlement amount.

2. Authorizing the Chairman to execute a *Proof of Claim and Release Form* for various County properties entitled to participate in the *Thomas v. ConocoPhillips, Inc.,* Class Action Settlement.

RG2
Claims
Administration LLC

June 9, 2015

11002194626

T16 P1 **********AUTO**5-DIGIT 32503 2783
Escambia County
221 Palafox Pl Ste 420
Pensacola, FL 32502-5837

COUNTY ATTORNEYS OFFICE
12 JUN 2015
PM02:17

Ladies and Gentlemen:

This letter is being sent to all of the claimants in the Conoco case. Because of some uncashed checks, the settlement proceeds not perfectly matching the money to pay members of the class, and other circumstances, out of the $9,500,000 settlement, there is $34,687.15 that remains. Oftentimes, in cases like this when there is money remaining, the money will be distributed to entities that can use the money in a way that is consistent with the lawsuit. This lawsuit was based on what we contended was an underground plume of contaminants that has extended south of Cross Street to Brainerd Street. This area is generally known as East Hill.

The attorneys representing the class would like to contribute the remaining money to two organizations – the East Hill Neighborhood Association and the Bayou Texar Foundation. Attached are descriptions of each of these two organizations.

We discussed sending the remaining money to these two organizations with Judge Michael Jones, the new judge who has been assigned to this case, and he felt very strongly about the need to inform the class members about this proposed distribution and to give the class members an opportunity to respond.

We considered distributing the money among the class members but, after reviewing the cost of issuing 3,481 checks, bank fees, and administrative costs, each claimant in the Thomas class would get only $14.67 and each claimant in the Rabin class would get $0.77. There are 93 shared ownership claims which would get less than $0.50 each. The attorneys for the class thought that it would be much more reasonable to give the money to the East Hill Neighborhood Association and the Bayou Texar Foundation with the money to be split between them and let them use it for their purposes which will enhance East Hill. You still have the right to disagree with our proposal to give the money to these organizations.

If you do disagree with giving the money to the East Hill Neighborhood Association and the Bayou Texar Foundation and would rather we send the checks for $14.67, $0.77, and approximately $0.50 to the class members, please come to the hearing that we have set before Judge Jones to consider this matter. That hearing is on Tuesday, September 22nd at 2:00 p.m. and it is tentatively scheduled in the Chambers of Judge Jones which is located on the 6th floor of

PO BOX 59479, Philadelphia, PA 19102-9479 ph: 215.979.1620 fax: 215.979.1695
www.RG2CLAIMS.com

the Judicial Center at the corner of Government Street and Baylen Street in Pensacola, Florida. If you agree with our proposal to give the money to the two organizations, you do not need to come to the hearing, although you certainly can if you choose to.

Judge Jones will decide whether the money will go to the East Hill Neighborhood Association and the Bayou Texar Foundation or, in the alternative, whether the checks for $14.67, $0.77, and approximately $0.50 will be sent to the respective class members. The attorneys for the class will make the proposal to Judge Jones that the money go to the two organizations; if you oppose that and want the small checks to go to the class members, Judge Jones will certainly listen to your reasons. He will then make a decision. Judge Jones wanted me to mention one other thing. I am a member of both the East Hill Neighborhood Association and the Bayou Texar Foundation. I was born and raised in East Hill and my office is presently in East Hill and have been a member of these two organizations for a period of time. However, absolutely none of this money would go to me or any of the other attorneys representing the class members.

I hope this letter explains these circumstances reasonably well. If you have any questions at all, please call either Nathan Bess at (850) 202-2212 or call me at (850) 438-1000.

We represent you in this matter and want to make sure that you are comfortable with the process and that you are aware that you have every right to participate in this decision.

Very truly yours,

SAMUEL W. BEARMAN
For the Company

SWB/ke
Attachments

East Hill Neighborhood Association
P.O. Box 6164
Pensacola, Florida 32501
http://www.myeasthill.org

EHNA 2014-2016
Board of Directors

Dr. Michelle Brandhorst
Bill Chavis
Richard Christine
Sharon Craney
Robin Foley
David Del Gallo
Mike Idoni
Suzanne Lewis
Michael Ritz
Steven Shelly
James Singleton
Mike Thomas
Murray Turner

October 15, 2014

To Whom it may concern,

The East Hill Neighborhood Association (EHNA) was established in 2004 as a non-profit, advocacy group for the neighborhood of East Hill in Pensacola, Fl. We work in several domains to promote and revitalize East Hill. Our areas of interest are the city parks in East Hill. The traffic in East Hill and the Quality of life of East Hill.

The Board of Directors meets monthly. Quarterly meetings for general membership are held that are open to anyone with interest in bettering our neighborhood.

During the existence of EHNA here are a few of our accomplishments:

- Entry Signs welcoming residents and visitors to East Hill
- Bicycle Path to downtown study
- Coordinate with City Traffic Engineer on reorienting Stop and Yield signs to promote calmer traffic.
- Coordinate with City Police department to promote safe neighborhoods
- Park Improvements
    - Picnic Shelters
    - Gazebos
    - Irrigation
    - Landscaping
- Quality of life events:
    - Progressive dinner
    - Santa arrives at Bayview Park
    - Tour of homes (fund raiser and promotion of EH)

Our website has over 400 members and may be viewed at www.myeasthill.org.

The current President is Steven Shelly
The current Secretary is Michael Ritz
The current Treasurer is Michael Idoni.

Mr. Steven Shelly

Steven Shelly

2014/2015 President

Bayou

Texar

Foundation

Bayou Texar Foundation Mission Statement

The mission of the Bayou Texar Foundation is to keep its members informed of events and issues involving Bayou Texar and its surrounding neighborhoods, partnering with the City of Pensacola to promote environmental awareness and a sense of what each resident can do to make a difference. This mission shall advance the restoration of the waters of Carpenter's Creek and Bayou Texar to their former unpolluted condition.

****

Our grassroots efforts have produced tangible results: City Hall has implemented a stormwater utility fee which produces a dedicated source of funding for our City stormwater system to be retrofitted. The system now has vaults and baffle boxes which capture all manner of material – trash and organic - which would otherwise have gone into our waterways.

We provide information to inform people about how to help create cleaner waterways:

- Labeled storm drain inlets to encourage people to put nothing in them
- Educated about proper lawn debris disposal
- Pet waste and other litter prevention and clean up
- Promote best management practices when using fertilizer, herbicides and pesticides
- Partnered with the DEP and residents to put plants and oyster reefs along shorelines to promote filtration and cleaning of the waterways
- Assisted with the placement of a series of informational signs along the shores of Bayview Park to inform visitors to the park about the oyster reefs, waterways and plants which protect the shoreline and promote sea life.

Our efforts have made a difference! Fish kills are rare; there are minnows, porpoises and grasses in Bayou Texar again. But we must continue with education of people again and again. We would most certainly appreciate any help we could obtain to help us with this educational mandate.

Thanks very much,

Blair Stephenson, Bayou Texar Foundation President

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8488 **County Attorney's Report** **13. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/07/2015
Issue: Historical Flag Displays at County Buildings
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Historical Flag Displays at County Buildings

That the Board discuss whether it wishes to take additional action with regards to historical flag displays at County buildings, County property or County flag displays, pursuant to Board discussion and the request of Commissioner Lumon May at the Board's June 25, 2015 regular Board meeting,

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

Draft Resolution

RESOLUTION NUMBER R2015-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA REPEALING RESOLUTION R2015-26 RELATING TO THE DISPLAY OF HISTORICAL FLAGS ON COUNTY BUILDINGS; AUTHORIZING ONLY THE AMERICAN FLAG ALONE OR THE AMERICAN FLAG ALONG WITH THE FLAG OF THE STATE OF FLORIDA MAY BE FLOWN ON COUNTY BUILDINGS OR FLAG DISPLAYS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by Board action on March 5, 2015, the Board of County Commissioners approved Resolution R2015-26, which reserved the option to display historical flags on County buildings consistent with the historical flags displayed on City of Pensacola buildings; and

WHEREAS, the Board of County Commissioners has determined it is in the best interest of the residents of Escambia County to permanently remove any display of historical flags on County buildings or County flag displays; and

WHEREAS, the Board of County Commissioners further finds it is in the best interest of the residents of Escambia County that the County authorize flying only the American flag or the American flag along with the flag of the State of Florida on County buildings or flag displays.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

Section 1. That the above recitals are true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners hereby repeals Resolution R2015-26 in its entirety.

Section 3. That the Board of County Commissioners hereby authorizes that only the American flag alone or the American flag along with the flag of the State of Florida may be flown on County buildings or flag displays.

Section 4. That if any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk
(SEAL)

DRAFT